**VILLAGE COUNCIL AGENDA**
**REGULAR MEETING**
**226 Cypress Lane, Palm Springs, Florida 33461**
**Thursday, July 8, 2021**
**6:30 PM**

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*Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.*

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1. **CALL TO ORDER**

2. **ROLL CALL** *Mayor Bev Smith, Vice Mayor Gary Ready, Mayor Pro Tem Doug Gunther, Council Member Joni Brinkman, Council Member Patti Waller, Village Attorney Glen Torcivia, Village Manager Richard Reade, and Village Clerk Kimberly Wynn*

3. **INVOCATION**

4. **PLEDGE OF ALLEGIANCE**

5. **ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA**

6. **CONSENT AGENDA** *(Public Comment on Consent Agenda Items is permissible prior to voting)*

   6.1 Approval of the Meeting Minutes ***(UPDATED INFORMATION)***
   2. June 10, 2021 - Local Planning Agency Meeting Minutes

   6.2 Approved Property Improvement Program (PIP) Matching Grant Awards - 449 Cypress Lane, 328 Greenbrier Drive, 416 Inglewood Drive and 631 Springdale Circle
   1. Property Improvement Grant Agreement - 449 Cypress Lane
   2. 449 Cypress Lane - Before and After Photos
   3. Property Improvement Grant Agreement - 328 Greenbrier Drive
   4. 328 Greenbrier Drive - Before and After Photos
   5. Property Improvement Grant Agreement - 416 Inglewood Drive
   6. 416 Inglewood Drive - Before and After Photos
   7. Property Improvement Grant Agreement - 631 Springdale Circle
   8. 631 Springdale Circle - Before and After Photos

6.3 Approval of Village of Palm Springs Youth Ambassador Program Grant Awards - Funded Through the National League of Cities Census & Local Democracy Program
1. C.O. Taylor Kirklane Elementary School Program Photos
2. Palm Springs Elementary School Program Photos
3. Palm Springs Middle School Program Photos
4. St Luke School Program Photos

6.4 Resolution No. 2021-24 - Approve Amendment No. 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2021
1. Proposed Resolution No. 2021-24 CDBG Grant Application - Amendment No. 2 to the Agreement Pathway Palm Park
2. Proposed Reinstatement and Amendment No. 2 - CDBG Funding Agreement - Park Connector Pathway
3. Resolution No 2020-25A Amendment No. 1 to the Interlocal Agreement - Park Connector Pathway
4. Approved Resolution No 2019-07 - CDBG Funding Agreement - Palm Beach County - FY 2020 - Park Connector Pathway

6.5 Approve Land Management System Software Agreement - Exempt Purchase - Planning, Zoning & Building (PZB) Department (FY 2021 Budget Funded) – MaintStar, Inc.
1. Proposed Agreement - MaintStar Land Management System Enterprise Software
2. Proposed Price Quote - Software - MaintStar
3. Implementation Overview - MaintStar
4. Land Management Suite Brochure - MaintStar
5. MaintStar PowerPoint Presentation - Public Access/Information
6. Summary of References and Interviews - MaintStar Land Management System
7. Village of Palm Springs - Goals and Objectives - FY 2021

6.6 Approve Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building Award (Task Orders No. 260 & 261) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - General Fund and Water & Sewer Enterprise Fund) - Walker Design & Construction, Inc.
1. Proposed Agreement - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building - Walker Design & Construction
2. Bid Proposal - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building - Walker Design & Construction
3. Invitation to Bid - ITB #2021B-008
4. Bid Tabulation - ITB #2021-008
5. Recommendation of Award - ITB #2021-008
6. Bid Specifications - ITB #2021-008
7. Bid Plans - Bid Package A - ITB #2021-008
8. Bid Plans - Bid Package B - ITB #2021-008
9. Addendum No 1 - ITB #2021B-008
10. FY 2021 CIP Form - Main WTP Equipment Storage Building
11. FY 2021 CIP Form - Kirk Road Pipe and Materials Building
12. Lake Worth Herald Advertisement - ITB #2021B-008

6.7 Approve Main WTP Material Storage Bays Award (Task Order No. 258) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Walker Design & Construction Co.
1. Proposed Agreement - Material Storage Bays at Main WTP - Walker Design & Construction Co
2. Bid Proposal - Material Storage Bays at Main WTP - Walker Design & Construction Co.
3. Invitation to Bid - ITB #2021B-007
4. Bid Tabulation - ITB #2021B-007
5. Bid Specifications - ITB #2021B-007
6. Bid Plans - ITB #2021B-007
7. Executive Brief - Agenda Item to Rescind Contract w/ Republic Const - ITB #2020B-007
8. FY 2021 CIP Form - Material Storage Bays at Main WTP
9. Lake Worth Herald Bid Advertisement for ITB #2021B-007

6.8 Approve Sand Loader Replacement Award - Main Water Treatment Plant (Task Order No. 271) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Boromei Construction, Inc.
1. Proposed Agreement - Sand Loader Replacement - Boromei Construction, Inc.
2. Village Engineer's Recommendation of Award - Sand Loader Replacemet - ITB #2021B-005
3. Bid Proposal - Sand Loader Replacement - Boromei Construction, Inc.
4. Bid Tabulation Form - Sand Loader Replacement - ITB #2021B-005
5. Invitation to Bid - Sand Loader Replacement - ITB #2021B-005
6. Bid Plans - Sand Loader Replacement - ITB #2021B-005
7. Bid Specifications - Sand Loader Replacement - ITB #2021B-005
8. Sand Loader Replacement - CIP Form
9. Bid Advertisement - Lake Worth Herald

6.9 Approve Vacuum Pump Station No. 1 Improvements Award (Task Orders No. 240, 266, & 278) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group
1. Proposed Agreement - Vacuum Pump Station No. 1 Improvements - Hinterland Group
2. Village Engineer's Recommendation of Award - ITB #2021B-006
3. Bid Proposal - Vacuum Pump Station No. 1 Improvements - Hinterland Group
4. Invitation to Bid - ITB #2021B-006
5. Bid Tabulation - ITB #2021B-006
6. Bid Specifications - ITB #2021B-006
7. Bid Plans - ITB #2021B-006
8. Addendum No 1 - ITB #2021B-006
9. FY 2021 CIP Form - Vacuum Pump Station No. 1 Improvements
10. FY 2021 CIP Form - Vacuum Station No. 1 Emergency Generator
11. FY 2021 CIP Form - Vacuum Station No. 1 Vacuum Pump Upgrade
12. Lake Worth Herald Bid Advertisement for ITB #2021B-006

6.10 Approve Roadway Repair (Work Authorization No. WS-U01) - Congress Avenue - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Wynn & Sons Environmental Construction Company

1. Village of Palm Springs - Proposed Work Authorization WS-U01 - Congress Ave Repair - Wynn and Sons Environmental Construction Company, Inc.
2. Cost Estimate - Wynn & Sons Environmental Construction Company, Inc.

6.11 Approve Interlocal Agreement - Delivery of Municipal Solid Waste and Municipal Revenue Sharing Program - Solid Waste Authority of Palm Beach County
1. Proposed Interlocal Agreement - Solid Waste Authority - Solid Waste and Municipal Revenue Sharing Program
2. Solid Waste Authority Explanation Letter
3. CS/House Bill 73 Section I (Attachment A)
4. Proposed SWA Haulers Agreement, Section 14 - Collection Vehicles (Attachment C)
5. Original Interlocal Agreement - Solid Waste & Recycling Disposal - SWA

6.12 Approve Insurance Broker/Consultant Services (Property, Casualty, Liability, Workers Compensation & Special Coverage) Insurance Contract - Piggyback - Village Manager's Office (FY 2021 Budget Funded - General Fund & Water & Sewer Fund) – 1st Addendum (Renewal) – Gehring Group
1. 1st Addendum to Agreement - Gehring Group
2. Extension Agreement with the City of Venice Beach
3. E-mail Approval o Extend Insurance Broker Agreement - Gehring Group
4. City of Venice Beach Consulting Services Agreement - Property Liability Broker Agent - Gehring Group

6.13 Resolution No. 2021-09 - Florida Memorandum of Understanding - Opioid Settlement - State of Florida ***(UPDATED INFORMATION)***
1. Resolution No. 2021-09 - MOU - Opioid Settlement - State of Florida
2. Proposed Memorandum of Understanding
3. Summary Letter from Florida Attorney General
4. Guidance Letter from Village Attorney Susan Garrett
6. Key Points Summary - Opioid Litigation MOU
7. Potential Settlement Proceeds by Local Government

**END OF CONSENT AGENDA**

## 7. PRESENTATIONS

7.1 Proclamation for Parks and Recreation Month in Palm Springs - July 2021
1. Proclamation - Parks and Recreation Month July 2021

7.2 Presentation - Village of Palm Springs Youth Ambassador Program Grant Awards - Funded Through the National League of Cities Census & Local Democracy Program
1. Village of Palm Springs Youth Ambassador Program

**8. PUBLIC COMMENT** *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

**9. PUBLIC HEARINGS**

9.1 Ordinance No. 2021-06 - Land Use and Rezoning (Small-Scale) Amendments - Boatman's Hammock - 4445 Boatman Street and Vacant Lot on Todd Street *(Quasi-Judicial Hearing) [First Reading]*
1. Proposed Ordinance No. 2021-06 - Comprehensive Plan (Small Scale) Land Use and Rezoning Amendment - 4445 Boatman Street and Vacant Lot on Boatman Street
2. Exhibit "A" Staff Report & Conditions of Approval (For Informational Purposes Only)
3. Applicant's Justification Statements
4. Proposed Site Plan, Landscape Plans, Building Elevations (For Informational Purposes Only)
5. Colored Site Plan and Renderings (For Informational Purposes Only)
6. Aerial, Location, FLU and Zoning Map
7. Advertisement for Ordinance No. 2021-06 Small Scale - 4445 Boatman Street and Vacant Lot on Boatman Street

9.2 Resolution No. 2021- 20 - Approve Proposed Mural Permit Application - Little Blue Academy - 2423 South Congress Avenue *(Quasi-Judicial Hearing)* ***THE APPLICANT HAS REQUESTED THAT THIS ITEM BE CONTINUED TO THE AUGUST 26, 2021 VILLAGE COUNCIL MEETING***

**10. ACTIONS AND REPORTS**

10.1 Approve Voting Delegate - 2021 Florida League of Cities Annual Conference
1. Letter Requesting Designation of Voting Delegate - Florida League of Cities
2. 95th Annual Conference Designation of Voting Delegate Form
3. History of Appointed Florida League of Cities Voting Delegate
4. 2021 FLC Annual Conference Registration and Tentative Conference Program

**11. VILLAGE MANAGER COMMENTS**

**12. VILLAGE COUNCIL COMMENTS**

**13. ADJOURNMENT**

**Next Meeting**

***BUDGET WORKSHOP/ REGULAR MEETING (IMMEDIATELY FOLLOWING THE BUDGET WORKSHOP)***
***THURSDAY, JULY 29, 2021 AT 5:00 PM***

***If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and***

***evidence upon which the appeal is to be based.***

**LOCAL PLANNING AGENCY BOARD REGULAR MEETING MINUTES**
**Village Hall - Council Chambers**
**226 Cypress Lane | Palm Springs, FL 3461**
**JUNE 10, 2021 6:30 PM**

| **COUNCIL** | **ADMINISTRATION** |
|---|---|
| Mayor Beverly Smith | Village Manager Richard Reade |
| Vice Mayor Gary Ready | Village Attorney Glen Torcivia |
| Mayor Pro Tem Doug Gunther | Village Clerk Kimberly Wynn |
| Council Member Joni Brinkman | |
| Council Member Patti Waller | |

## 1. CALL TO ORDER

Mayor Smith call the Local Planning Agency Meeting to order at 6:35 PM.

## 2. ROLL CALL

**Present:** Mayor Bev Smith, Vice Mayor Gary Ready, Mayor Pro Tem Doug Gunther, Council Member Joni Brinkman, Council Member Patti Waller, Village Attorney Glen Torcivia, Village Manager Richard Reade, and Village Clerk Kimberly Wynn

**Absent:** None

**Also Present:** Kimberly Wynn, Village Clerk, Glen Torcivia, Village Attorney, Thomas Ceccarelli, Police Chief as Sergeant-in-Arms, Iramis Cabrera, Interim Planning, Zoning & Building Director, Josie Maliska, Library Services Director, Thomas Cook, IT Director, Justin Lucas, Parks and Recreation Director, Chad Girard, Assistant Public Service Director, Paul Ward, Utilities Superintendent, James Schmitz, Public Works Superintendent, Walter Sanchez, Project Manager, Mariana Ortega-Sanchez, Assistant Finance Director, and Robert Perez, Assistant Police Chief

## 3. PUBLIC HEARINGS

3.1 Ordinance No. 2021-05 - Land Use Plan Amendment (Large Scale) - 2085 South Congress Avenue and 3243 Lillian Road (Proposed Palm Springs Residences Residential Planned Development) (*First Reading)*

- Proposed Ordinance No. 2021 -05 - Comprehensive Plan Amendment (Large Scale) 2085 South Congress Avenue and 3243 Lillian Road
- Exhibit "A" - Staff Report and Recommended Conditions of Approval Applicant's Future Land Use Map Amendment Analysis and Justification Site Plan, Civil Plans, Landscape Plans, Architectural Plans & Letters (for informational purposes only)
- Colored Site Plan and Rendering (for informational purposes only)
- School Capacity Availability Determination
- FDOT Pre-Application Approval Letter
- Proposed Median Improvements
- Legal Description and Survey
- Aerial Map, Location Map and Future Land Use Map Letters to Support or Oppose
- LWH Advertisement for Ordinance No. 2021-05

Recommend for approval Council Member Brinkman made a motion to recommend approval of Ordinance No. 2021-05 to Village Council, seconded by Vice Mayor Ready. The motion carries 5-0.

Mayor Smith introduced Ordinance No. 2021-05. The Village Clerk, Ms. Wynn, read the statement of advertisement into the record. Mayor Smith asked the members of the Board if there was any ex-parte communication to disclose; there was none.

Village Manager Reade read the staff's report about the project located at 2085 South Congress Avenue and 3243 Lillian Road, the "YMCA Project") into the record. Mayor Smith offered the Applicant an opportunity to present their presentation.

The representative for the Applicant, Bonni Miskel, with Dunay, Miskel, and Backman, located at 14 S.E. 4th Street Ste #36, Boca Raton, Florida, presented on behalf of the Developer. Ms. Miskel discussed revisions made from the previous plan and the Council's apprehension with the project in that particular area because of the density. Ms. Miskel discussed the modifications and revisions to the plan that were made for the Council based on their recommendations. They reduced the number of units at the location and discussed modified parking plans. The amenities

in the community were upgraded in the revised plan for safer access. Ms. Miskel talked about the traffic patterns and the extra measures taken to help control the flow.

Ms. Miskel introduced her colleague Mr. Brian Kelly, Traffic Engineer with Simmons and White, located at 2581 Metrocentre Boulevard, Suite #3, West Palm Beach, Florida, talked about the traffic modifications at the entrance of the site. The proposed change will allow you to make a left into the site (going southbound). When you leave the site, you can only make a right turn (going northbound). An enforced median will restrict illegal turn traffic at the median in front of the site. Ms. Miskal commented that staff did not object to their sidewalk waiver request. They received six (6) letters of support from a neighboring community and a majority of the Planning & Zoning Board recommended approval.

At this time, Mayor Smith offered the public an opportunity to speak on this item.

Vice Mayor Ready asked if there was an association with the yellow flashing light at the intersection of Forest Hill (and Congress) effect crossing with the proposed light. Mr. Kelly told Vice Mayor Ready it was not associated, the light was considered safer.

Mayor Smith asked about the occupancy limit for the 1-3 bedroom apartments. Mr. Kevin Landry, Coconut Grove, explained there is a limitation on occupancy for the units, and there is a system to monitor the occupants (i.e., credit, background check, and verification of employment). Mayor Smith questioned the stacking from the turn going southbound (left) then going northbound (right) on Lillian Road. Mr. Kelly told her that the County reviewed the area and noted no concerns with stacking - it was adequate. More conversation ensued about the traffic pattern.

Mr. Tim Coffield, the Chief Executive Officer for the YMCA, located at 2085 South Congress Avenue, Palm Springs, Florida spoke in support of the project.

At this time, Mayor Smith offered the public an opportunity to comment on this item.

1. **Mrs. Peggy Van Arman - 4077 Luzon Avenue:** Mrs. Van Arman talked about annexations and the projected impact on traffic.

2. **Mr. Paul Cavoni - 701 Lori Drive:** Mr. Cavoni spoke in support of the project. He asked what the benefit to the Village with two (2) additional officers. Police Chief Ceccarelli discussed the benefits of the officers. Mr. Cavoni talked about

the future and current utilization of the Y ("YMCA"). The benefit is [a] better use from taxpayers rather than no use. Mayor Smith gave a brief history about how the YMCA acquired the property.

3. **Larry Saingilus -** Mr. Saingilus stated this is a good project; however, it does not fit the location. Single-family homes were a better fit for the Village. Mr. Saingilus discussed the rental price versus homeownership. The project was better suited as single-family homes or mixed-use. Apartment rentals are not sustainable for the Village - prefers homeownership.

4. **Carmine Pace - 750 Lori Drive -** Mr. Pace said he lived adjacent to the property. The condition is an eyesore there is little impact on traffic. Millennials do not want to buy starter homes. They want to rent until they're in their 30's. Hearing no further discussion Mayor Smith closed public comment.

Hearing no further discussion Mayor Smith closed public comment. Village Attorney Torcivia read the title of the caption into the record.

Council Member Brinkman made a motion to recommend approval of Ordinance No. 2021-05 to Village Council, seconded by Vice Mayor Ready. The motion carries 5-0.

**ADJOURNMENT**

Hearing no further business, Mayor Smith adjourned the meeting at 7:15 PM.

**ATTEST:**

_____

Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **June 10, 2021**. Which minutes were formally approved and adopted by the Village Council on **July 8, 2021.**

_____

Kimberly M. Wynn, Village Clerk

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM 6.2:** Approved Property Improvement Program (PIP) Matching Grant Awards - 449 Cypress Lane, 328 Greenbrier Drive, 416 Inglewood Drive and 631 Springdale Circle

**SUMMARY:**

The Village's Property Improvement Program (PIP) Committee is recommending that four (4) grant awards be approved for property owners who have completed an improvement project to their property and have filed the necessary documentation to receive matching grant funding under this program:

- Owner/Resident: Laura Arencibia
- Address: 449 Cypress Lane
- Project: Replaced 13 windows & 4 doors with Impact-Resistant Glass
- Eligible (Project) Cost(s): $21,500.00
- Matching Grant Awards: $ 5,000.00

- Owner/Resident: Francisco Mercado Jr.
- Address: 328 Greenbrier Drive
- Project: Replace and enlarged concrete driveway
- Eligible (Project) Cost(s): $5,200.00
- Matching Grant Awards: $2,600.00

- Owner/Resident: Scott & Lauren Doyno
- Address: 416 Inglewood Drive
- Project: Replaced tile roof with architectural shingles
- Eligible (Project) Cost(s): $10,319.02
- Matching Grant Awards: $ 5,000.00

- Owner/Resident: Lateashia Adams
- Address: 631 Springdale Circle
- Project Replaced mansard roof with DaVinci shingles
- Eligible (Project) Cost(s): $8,500.00
- Matching Grant Awards: $4,250.00

The PIP Selection Committee met on March 19, 2020, September 8, 2020 and January 12, 2021, and recommended approval of the grant awards (up to 50% of $5,000). If approved by the Village Council, the awardees will be mailed their check and may be acknowledge at a future Village Council Meeting.

**FISCAL IMPACT:**

Funding to support the proposed awards is available within the FY 2021 Budget - General Fund.

**ATTACHMENTS:**

Property Improvement Grant Agreement - 449 Cypress Lane
449 Cypress Lane - Before and After Photos
Property Improvement Grant Agreement - 328 Greenbrier Drive
328 Greenbrier Drive - Before and After Photos
Property Improvement Grant Agreement - 416 Inglewood Drive
416 Inglewood Drive - Before and After Photos
Property Improvement Grant Agreement - 631 Springdale Circle
631 Springdale Circle - Before and After Photos

# Village of Palm Springs

226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 965-4016 Fax (561) 439-4132
www.vpsfl.org

VILLAGE OF PALM SPRINGS
PZ&B DEPARTMENT
FEB 06 2020
RECEIVED

## PROPERTY IMPROVEMENT PROGRAM GRANT APPLICATION

FILE # 202000157 FEE RECEIPT # N/A

NAME OF PROPERTY OWNER LAURA ARENCIBIA

NAME OF APPLICANT* (if different) _____

CONTACT INFORMATION FOR APPLICANT:

MAILING ADDRESS: 449 CYPRESS LANE PALM SPRINGS, FL 33461

EMAIL: lj12483@aol.com PHONE: 941-350-3209

DRIVER LICENSE #: [redacted] DATE OF BIRTH: [redacted]

ADDRESS OF BUILDING 449 CYPRESS LANE PALM SPRINGS, FL 33461

PROPERTY CONTROL NUMBER(S) _____

STREET FRONTAGE(S) OF PROPERTY: CYPRESS LANE

DETAILED DESCRIPTION OF FAÇADE IMPROVEMENTS / PROPERTY UPGRADES: (attach if insufficient space)

* NEW WHITE IMPACT WINDOWS AND DOORS
* WILL REMOVE OLD HURRICANE AWNINGS

TOTAL ESTIMATED COSTS OF PROJECT $ 16,000 - 20,000

MATCHING GRANT NOT TO EXCEED $ 5,000

Note: Owner may only apply for one matching grant in a given fiscal year.

* W9 with Social Security Number or Federal ID Number required of Grant Recipients, Grant Award is taxable.

I have read and fully understand the Property Improvement Program and agree to comply with the requirements of the grant as adopted by the Palm Springs Village Council via Resolutions 2015-16 and 2016-50 and 2018-37, and that I agree to comply with the matching grant guidelines.

_____ Date: 2/6/2020
Applicant's Signature

Printed Name: LAURA ARENCIBIA

# Village of Palm Springs

## PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered this 23rd day of March 2020, by and between the VILLAGE OF PALM SPRINGS and Laura Arencibia (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 449 Cypress Lane and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing windows and doors with impact resistant windows and doors or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed $5,000.00. **In no event shall the Village's reimbursement costs exceed $5,000.00.**
3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

**APPLICANT**

BY: _____

Print Name: LAURA ARENCIBIA

**VILLAGE OF PALM SPRINGS**

BY: _____

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of April, 2020 by Laura Arencibia, who is personally known to me or who has produced FL DL (type of identification) as identification and who did (did not) take an oath.

LAURA M BUZZETTA
Notary Public - State of Florida
Commission # GG 974325
My Comm. Expires Mar 30, 2024
Bonded through National Notary Assn.

_____
Signature of Notary Public – State of Florida

(SEAL)



**BEFORE**



**AFTER**

2020000815

VILLAGE OF PALM SPRINGS
PZ&B DEPARTMENT
JUL 28 2020
RECEIVED

# Village of Palm Springs

226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 965-4016 Fax (561) 439-4132
www.vpsfl.org

## PROPERTY IMPROVEMENT PROGRAM
## GRANT APPLICATION

FILE # _____ FEE RECEIPT # N/A

NAME OF PROPERTY OWNER Francisco Mercado Jr

NAME OF APPLICANT* (if different) _____

CONTACT INFORMATION FOR APPLICANT:

MAILING ADDRESS: 328 Greenbrier Dr, Palm Springs, FL 33461

EMAIL: frnk2313@yahoo.com PHONE: 561-310-6145

DRIVER LICENSE #: [redacted] DATE OF BIRTH: [redacted]

ADDRESS OF BUILDING 328 Greenbrier Dr, Palm Springs, FL 33461

PROPERTY CONTROL NUMBER(S) 70-43-44-18-07-012-0290

STREET FRONTAGE(S) OF PROPERTY: Front Driveway Replacement

DETAILED DESCRIPTION OF FAÇADE IMPROVEMENTS / PROPERTY UPGRADES: (attach if insufficient space)

* Removal of old, busted, and sunken driveway
Installation of new poured concrete driveway *

Note: Current driveway in terrible condition. Visually and also a hazard for vehicles using. Dip causes vehicles to skid and scuff/damage underside of vehicles

TOTAL ESTIMATED COSTS OF PROJECT $_____

MATCHING GRANT NOT TO EXCEED $_____

Note: Owner may only apply for one matching grant in a given fiscal year.

* W9 with Social Security Number or Federal ID Number required of Grant Recipients, Grant Award is taxable.

I have read and fully understand the Property Improvement Program and agree to comply with the requirements of the grant as adopted by the Palm Springs Village Council via Resolutions 2015-16 and 2016-50 and 2018-37, and that I agree to comply with the matching grant guidelines.

_____ Date: 7/23/2020
Applicant's Signature

Printed Name: Francisco Mercado Jr

# Village of Palm Springs

## PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 3rd day of March 2021, by and between the VILLAGE OF PALM SPRINGS and Francisco Mercardo Jr (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 328 Greenbrier Drive; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing driveway or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed $2,600.00. **In no event shall the Village's reimbursement costs exceed $5,000.00.**
3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

**APPLICANT**

BY: _____

Print Name: Francisco Mercado IV

**VILLAGE OF PALM SPRINGS**

BY: _____

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 23 day of July, 2020, by Francisco Mercado (name of person acknowledging), who is personally known to me or who has produced FLDL (type of identification) as identification.

(SEAL)

LAURA M BUZZETTA
Notary Public - State of Florida
Commission # GG 974325
My Comm. Expires Mar 30, 2024
Bonded through National Notary Assn.

Laura M Buzzetta
Signature of Notary Public – State of Florida



**BEFORE**



**AFTER**

202001326

VILLAGE OF PALM SPRINGS P Z & B DEPARTMENT DEC 04 2020 RECEIVED

# Village of Palm Springs

226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 965-4016 Fax (561) 439-4132
www.vpsfl.org

## PROPERTY IMPROVEMENT PROGRAM GRANT APPLICATION

FILE # _____ FEE RECEIPT # N/A

NAME OF PROPERTY OWNER Scott + Lauren Doyno

NAME OF APPLICANT* (if different) _____

CONTACT INFORMATION FOR APPLICANT:

MAILING ADDRESS: 416 Inglewood Dr, Palm Springs FL 33461

EMAIL: ScottDoyno@hotmail.com PHONE: 561-236-0090

DRIVER LICENSE #: [redacted] DATE OF BIRTH: [redacted]

ADDRESS OF BUILDING 416 Inglewood Dr, Palm Springs FL 33461

PROPERTY CONTROL NUMBER(S) 70-43-44-18-08-025-0190

STREET FRONTAGE(S) OF PROPERTY: Inglewood + Cypress

DETAILED DESCRIPTION OF FAÇADE IMPROVEMENTS / PROPERTY UPGRADES: (attach if insufficient space) Re-roof of pitched roof.

TOTAL ESTIMATED COSTS OF PROJECT $ 9,000.00

MATCHING GRANT NOT TO EXCEED $ 5,000.00

Note: Owner may only apply for one matching grant in a given fiscal year.

* W9 with Social Security Number or Federal ID Number required of Grant Recipients, Grant Award is taxable.

I have read and fully understand the Property Improvement Program and agree to comply with the requirements of the grant as adopted by the Palm Springs Village Council via Resolutions 2015-16 and 2016-50 and 2018-37, and that I agree to comply with the matching grant guidelines.

_____ Date: 12-2-2020

Applicant's Signature

Printed Name: Scott Doyno

Revised 01-09-2019

# Village of Palm Springs

## PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 19th day of January 2021, by and between the VILLAGE OF PALM SPRINGS and Lauren & Scott Doyno (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 416 Inglewood Drive; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing roof with new modified roofing system or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed $5,000.00. **In no event shall the Village's reimbursement costs exceed $5,000.00.**
3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

**APPLICANT**

BY: Lauren Dayno

Print Name: Lauren Dayno

**VILLAGE OF PALM SPRINGS**

BY: _____

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 29th day of January, 2021 by Lauren Elizabeth Dayno (name of person acknowledging), who is personally known to me or who has produced FL DR LIC (type of identification) as identification.

Claudia M. Ruiz

Signature of Notary Public – State of Florida

(SEAL)

CLAUDIA M RUIZ
MY COMMISSION # GG086936
EXPIRES March 26, 2021




# BEFORE




**AFTER**

# Village of Palm Springs

226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 965-4016 Fax (561) 439-4132
www.vpsfl.org


**PROPERTY IMPROVEMENT PROGRAM**
**GRANT APPLICATION**

FILE # _____ FEE RECEIPT # N/A

NAME OF PROPERTY OWNER Latcashia Adams

NAME OF APPLICANT* (if different) _____

CONTACT INFORMATION FOR APPLICANT:

MAILING ADDRESS: 631 Springdale Cir PalmSpring FL 33461

EMAIL: ladams785@gmail.com PHONE: 561-929-1424

DRIVER LICENSE # [redacted] DATE OF BIRTH: [redacted]

ADDRESS OF BUILDING 631 Springdale Cir Palm Spring FL 33461

PROPERTY CONTROL NUMBER(S) 70-43-44-18-26-000-0631

STREET FRONTAGE(S) OF PROPERTY: ~~N/A~~ Springdale

DETAILED DESCRIPTION OF FAÇADE IMPROVEMENTS / PROPERTY UPGRADES: (attach if insufficient space) Re roof

TOTAL ESTIMATED COSTS OF PROJECT $ 10,000

MATCHING GRANT NOT TO EXCEED $ _____

Note: Owner may only apply for one matching grant in a given fiscal year.

* W9 with Social Security Number or Federal ID Number required of Grant Recipients, Grant Award is taxable.

I have read and fully understand the Property Improvement Program and agree to comply with the requirements of the grant as adopted by the Palm Springs Village Council via Resolutions 2015-16 and 2016-50 and 2018-37, and that I agree to comply with the matching grant guidelines.

L Adams
Applicant's Signature

Date: 11/17/2020

Printed Name: Latcashia Adams

# Village of Palm Springs

## PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 19th day of January 2021, by and between the VILLAGE OF PALM SPRINGS and Lateashia Adams (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 631 Springdale Circle; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

1) Applicant agrees to rehabilitate the existing roof with new modified roofing system or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed $4,250.00. **In no event shall the Village's reimbursement costs exceed $5,000.00.**
3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

**APPLICANT**

BY: _____

Print Name: Lateashia Adams

**VILLAGE OF PALM SPRINGS**

BY: _____

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28 day of January, 2021, by Lateashia Adams (name of person acknowledging), who is personally known to me or who has produced FL DL (type of identification) as identification.

(SEAL)

LAURA M BUZZETTA
Notary Public - State of Florida
Commission # GG 974325
My Comm. Expires Mar 30, 2024
Bonded through National Notary Assn.

_____

Signature of Notary Public – State of Florida



**BEFORE**




# AFTER

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Library

---

**ITEM 6.3:** Approval of Village of Palm Springs Youth Ambassador Program Grant Awards - Funded Through the National League of Cities Census & Local Democracy Program

**SUMMARY:**

In September 2020, the Village received a Census and Local Democracy Grant from the National League of Cities in the amount of $10,000 to support the engagement and education of our community on the importance of the US Census as well as voting and participating within our government process.

With the challenges of COVID-19, the Village's Library staff proposed and developed a Youth Ambassador Program in an effort to meet the grant's objective. Thus, our staff partnered with local schools who were interested in participating in the program as well as receiving a grant award in the amount of $2,500 from the Village for their participation within this important program.

A total of four (4) local schools participated within the Village's Youth Ambassador Program. Inclusion within this new program required each school to prepare/develop a program outline describing the US Census, voting and government curriculum that they would commit to utilizing to educate the students (from Kindergarten to 6th Grade). Additionally, each school was required to provide photos of the children participating within program activities and their work.

Virtual meetings were held with each school (the Village Manager, Assistant Village Manager and Library Director all participated) to provide the students with an overview of Village services, Village Council responsibilities and the importance of voting and participating within the US Census. Additionally, the students were provided with the opportunity to ask questions about Village services and programs as well as voting and the US Census.

The four (4) local schools that participated within the Village of Palm Springs Youth Ambassador Program and are recommended to receive a $2,500 grant award from the Village include:

- C.O. TAYLOR KIRKLANE ELEMENTARY
- PALM SPRINGS ELEMENTARY
- PALM SPRINGS MIDDLE
- ST LUKE CATHOLIC SCHOOL

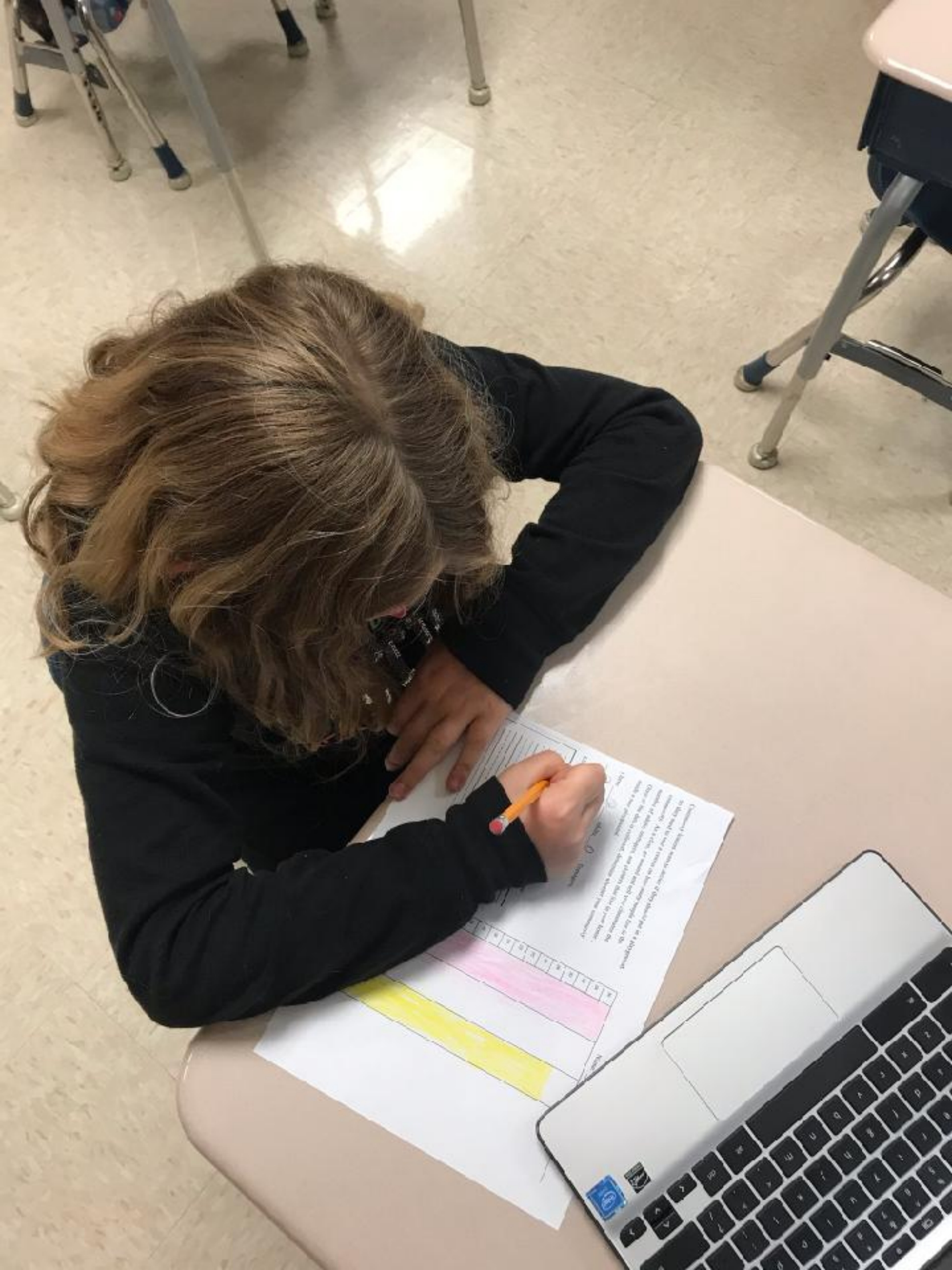
If approved by the Village Council, each of the awardees/schools will be presented with a check during the July 8, 2021 Village Council Meeting (Presentations Section).

**FISCAL IMPACT:**

Funding to support the proposed awards was provided by the National League of Cities to the Village of Palm Springs (to be distributed to local community schools participating within the Village's Youth Ambassador Program) and is available within the FY 2021 Budget - General Fund.

**ATTACHMENTS:**

C.O. Taylor Kirklane Elementary School Program Photos
Palm Springs Elementary School Program Photos
Palm Springs Middle School Program Photos
St Luke School Program Photos



Angelain
Nuñez
for Class
President
From: Florida
Democrat
Why should you vote
for me?
- Free chimes
- Free parking
- Free lunch

# Emily Broche

for

## Class President



## Why you should

## Vote me!

1. I will give every one extra lunch time and recess time
2. Better lunches
3. Longer weekends


IDEAS
Come Here
THE MORE YOU LIKE YOURSELF, THE LESS YOU ARE LIKE ANYONE ELSE, WHICH MAKES YOU UNIQUE.


IDEAS
THE MORE YOU LIKE YOURSELF, THE LESS YOU ARE LIKE ANYONE ELSE, WHICH MAKES YOU UNIQUE.
KIDS

Polls

Poll 1 of 1

Live

Which book do you want me to read?

Hensel and Gretel Ninja Chicks 17 votes

Trust me, Jack's Beanstalk Stinks! 2 votes

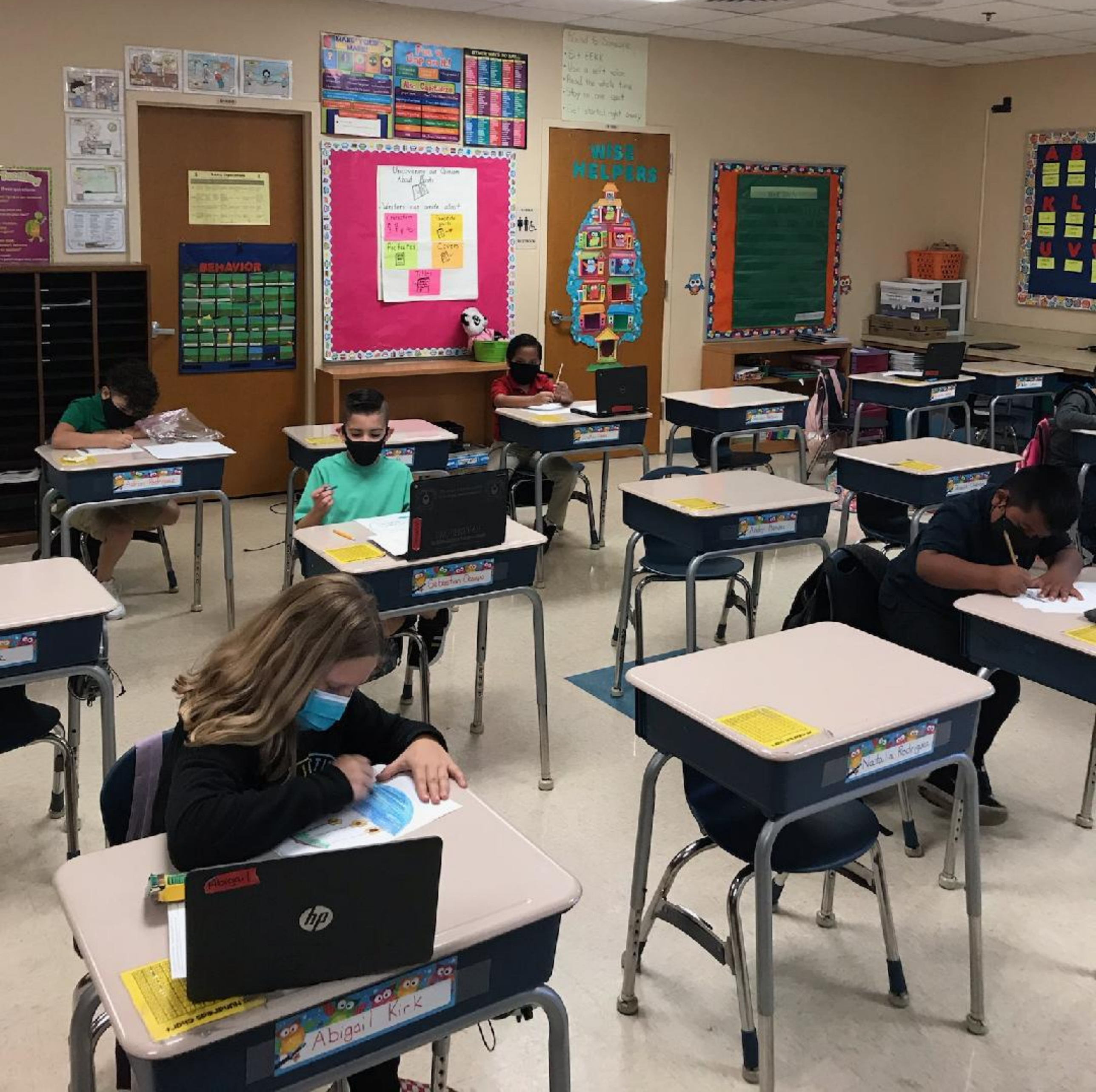
Honestly, Red Riding Hood was Rotten! 5 votes

Show everyone the results 0 votes

End the poll

Create a poll

Raise hand


WISE HELPERS
BEHAVIOR
Abigail Kirk

WISE HELPERS

Meet - qtq-geaz-gjc

meet.google.com/qtq-geaz-gjc?authuser=0

Apps | SDPBC Bookmarks | Classes | YouTube | My Drive - Google... | School District of P... | Meet | Charity for Change | Imagine Math | Educator | My Grids | Sanford Harmony | Pure Edge | Mentimeter | Classroom Timers -... | ClassDojo for Teach...

Polls

Which book do you want me to read?

- Hensel and Gretel Ninja Chicks
- Trust me, Jack's Beanstalk Stinks!
- Honestly, Red Riding Hood was Rotten!

Add an option

Names and answers will be recorded

Launch | Save

cpgrb6uz3s

Raise hand | Turn on captions | Present now

Type here to search

Schools

Hospitals

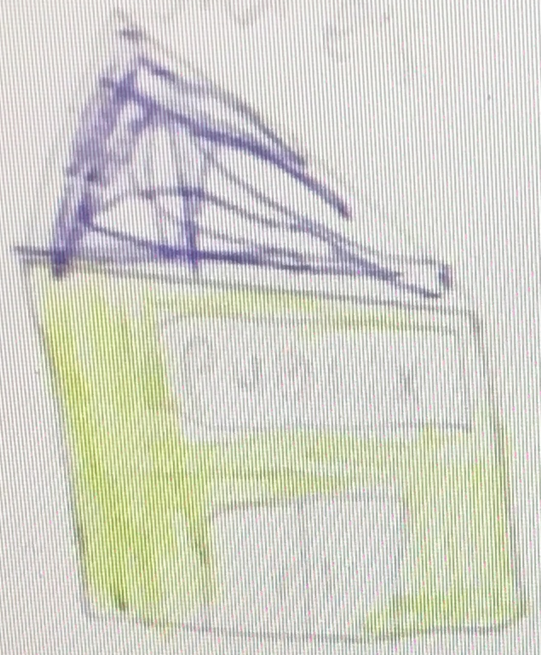
Homes

Bridges

Cyntia

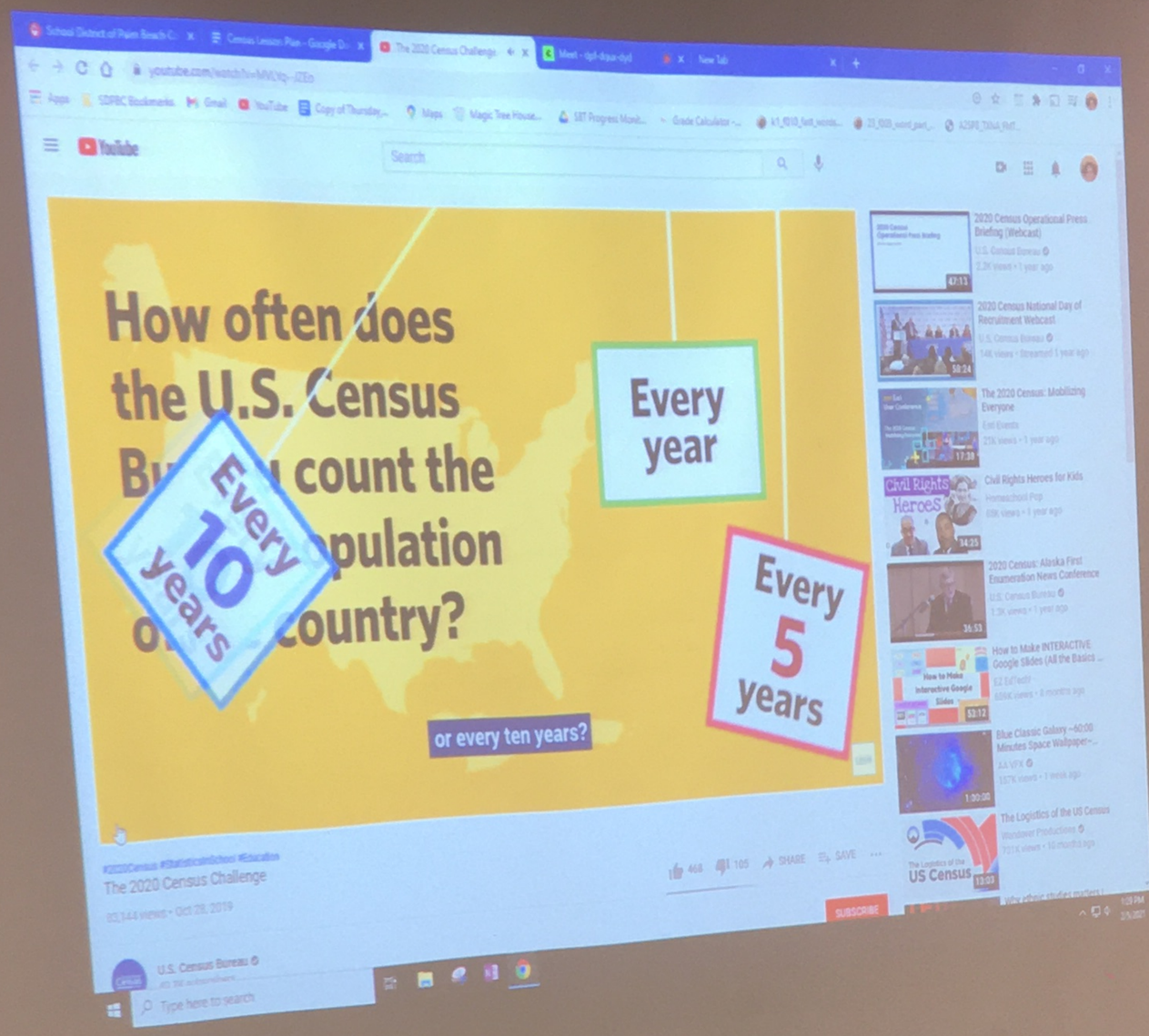
Do not forget to send Census

Arabo

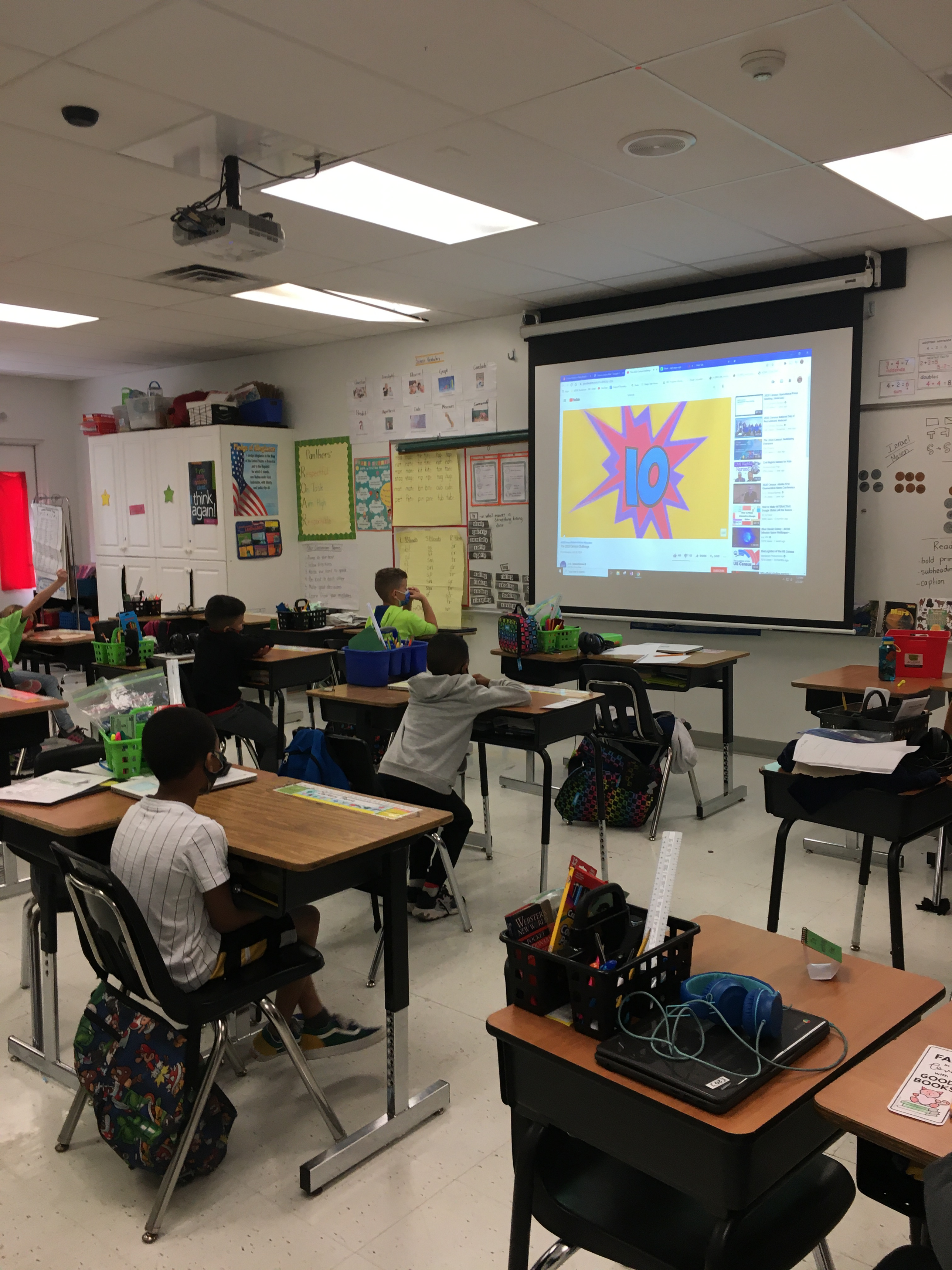




2030


How often does the U.S. Census Bu count the opulation ountry?
Every 10 years
Every year
Every 5 years
or every ten years?
The 2020 Census Challenge
U.S. Census Bureau
2020 Census Operational Press Briefing (Webcast)
2020 Census National Day of Recruitment Webcast
The 2020 Census: Mobilizing Everyone
Civil Rights Heroes for Kids
2020 Census: Alaska First Enumeration News Conference
How to Make INTERACTIVE Google Slides (All the Basics ...
The Logistics of the US Census

Math Vocabulary
bar model
column
addition sentence 4 + 2 = 6
number sentence 3 + 2 = 5
row
related facts 2+3=5 5-2=3
equation 8+5=13
odd 7
doubles 4+4=8
even 8
reflection= flip
rotation turn
translation → slide
Math Vocabulary value
penny 1¢ .01
nickel 5¢ .05
dime 10¢ .10
quarter 25¢ .25
Reading Vocabular
-bold print
-subheading
-caption
-glossary
-table of contents
-index
-in what manner is something being done
slowly
quickly
carefully
softly
lightly
ing
eating
fishing
ending
sleeping
riding
skating
baking
saving
dripping
getting
sitting
running
Anthony Puig
Annabelle Pierre


think again!
Pledge of Allegiance
Panthers'
Respectful
On Task
Aim High
Responsible
Our Classroom Rules
Science Vocabulary
Observe
Graph
Conclude
Predict
Hypothesis
Data
Measure
Communicate
L Blends
S Blends
R Blends
slowly
quickly
carefully
softly
lightly
eating
fishing
ending
sleeping
riding
skating
baking
saving
10
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Mason
addition sentences
4 + 2 = 6
3 + 4 = 7
addends
2 + 3 = 5
doubles
4 + 4 = 8
sum
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-caption

2020 CENSUS STUDENT ACTIVITY

Name Mia Romero 2-5-21

# Creating and Taking a Survey

1. Follow your teacher's instructions to collect data about the students in your class.

| Question | 5 or younger | 6 or 7 | 8 or older |
|---|---|---|---|
| How old are you? | | 4 | 10 |
| Total | | 4 | 10 |

| Question | Dog | Cat | Fish | Other | None |
|---|---|---|---|---|---|
| Do you have a pet at home? | 12 | 7 | 2 | 2 | 2 |
| Total | 12 | 7 | 2 | 2 | 2 |

| Question | 2 | 3 | 4 | 5 | 6 or more |
|---|---|---|---|---|---|
| How many people live in your home? | | | 7 | 5 | 6 |
| Total | | | 7 | 5 | 6 |

2020 CENSUS STUDENT ACTIVITY

Name Mayeri Hernandez 2-5-21

# Creating and Taking a Survey

1. Follow your teacher's instructions to collect data about the students in your class.

| Question | 5 or younger | 6 or 7 | 8 or older |
|---|---|---|---|
| How old are you? | | | X 10 |
| Total | | | 10 |

| Question | Dog | Cat | Fish | Other | None |
|---|---|---|---|---|---|
| Do you have a pet at home? | 12 | 7 | 2 | 2 | 2 |
| Total | 12 | 7 | 2 | 2 | 2 |

| Question | 2 | 3 | 4 | 5 | 6 or more |
|---|---|---|---|---|---|
| How many people live in your home? | | | 7 | 5 | 6 |
| Total | | | 7 | 5 | 6 |

I Dont know anything about the census.

I want to know about the census

L

I learned that you always need to count before you get cupcakes or anything cause if you dont you can get the wrong amount.

I learned that a census is taken every 10 years

Many kids are not counted Cause Parnets Dont Do the census

I Learnd Goerge washtoin was presint when census started.

W

I want to know when the census started?

2-3-21

Mia

2-3-21

## K

I Dont know anything about the census.

## W

I want to know about the census

## L

I learned that you always need to count before you get cupcakes or anything cause if you dont you can get the wrong amount.

I learned that a Census is taken every 10 years

Many kids are not counted Cause Parnets Dont Do the census

I Learned Goerge Washtoin was presint when census started.

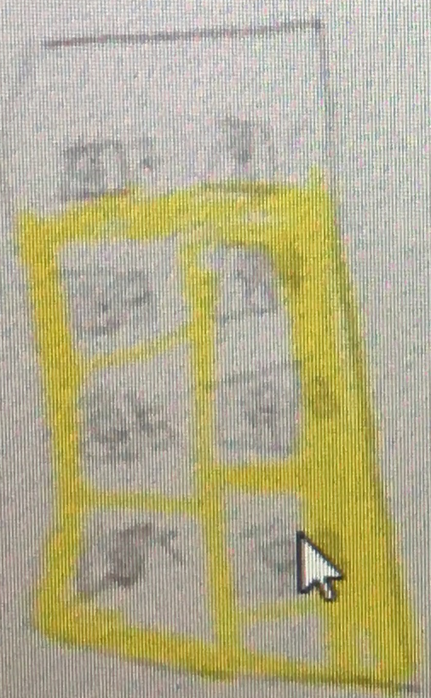
## W

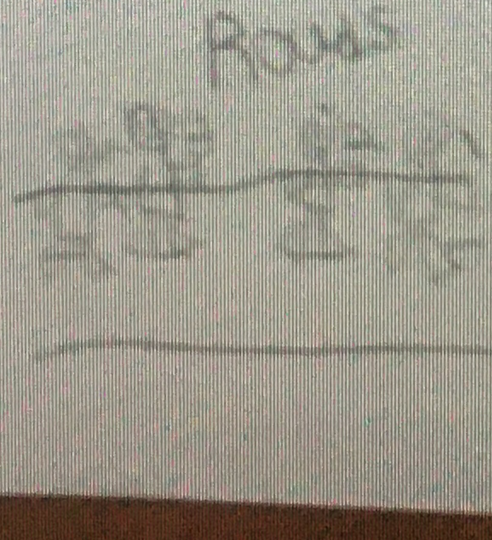
I want to know when the census started?

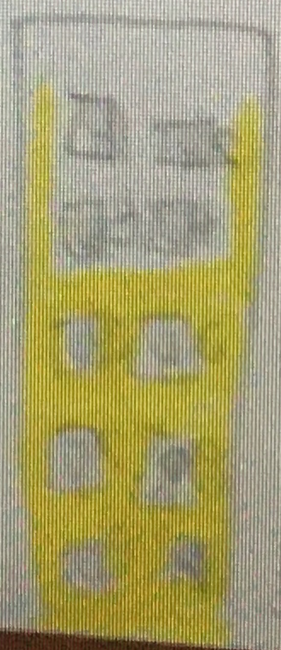
Mia

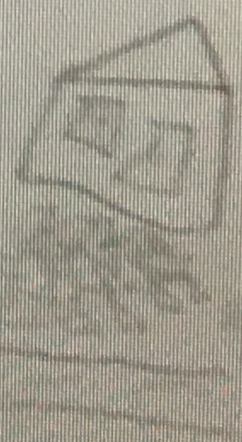
Isaac 2\8\21

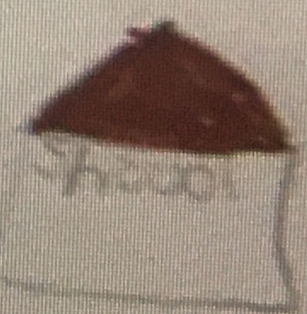
Complete the 2020 census sine it today









it... well, the point is, it does a lot of stuff.

The 2020 Census Challenge

2020 Census Operational Press Briefing (Webcast)

2020 Census National Day of Recruitment Webcast

The 2020 Census: Mobilizing Everyone

Civil Rights Heroes for Kids

2020 Census: Alaska First Enumeration News Conference

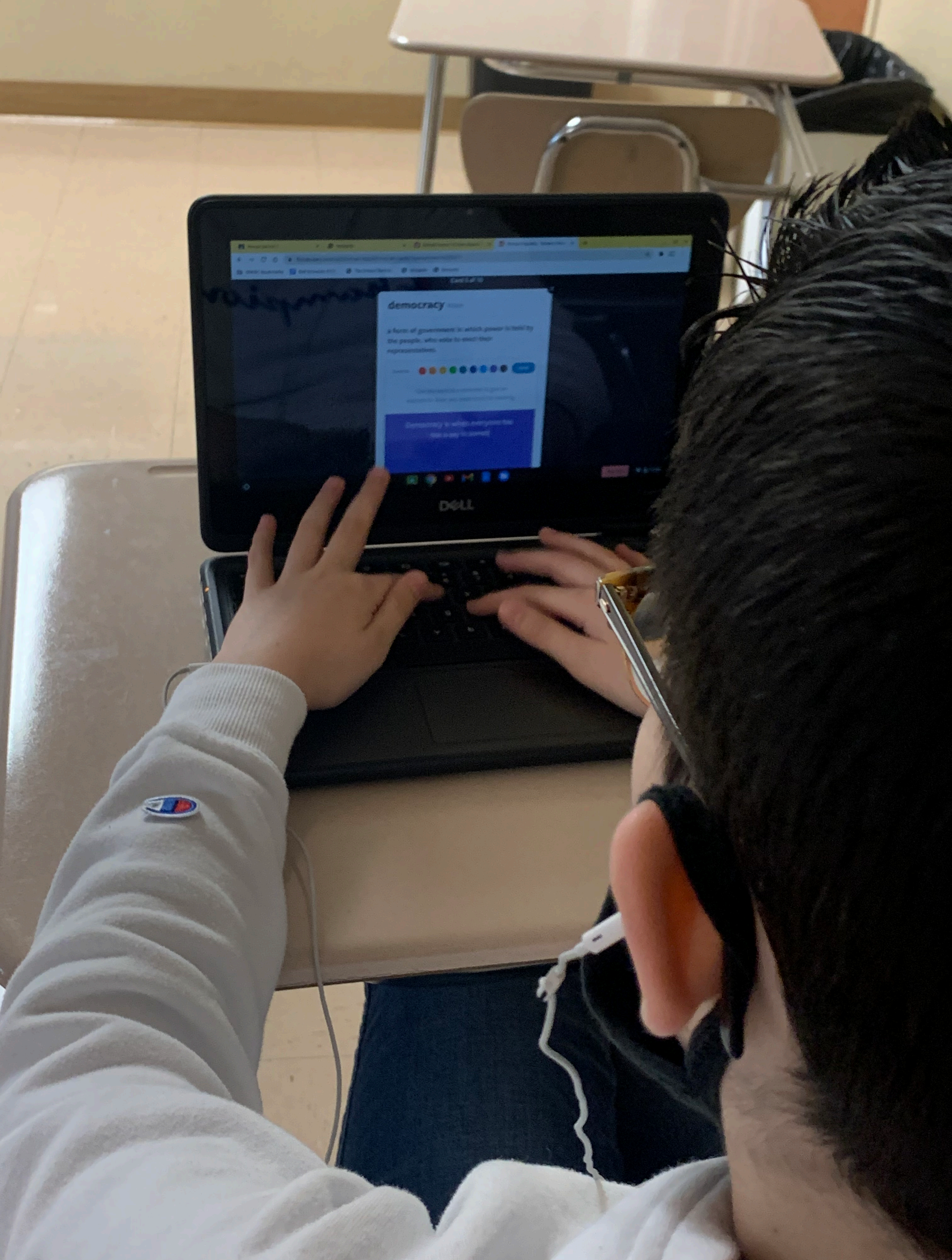
How to Make INTERACTIVE Google Slides (All the Basics ...

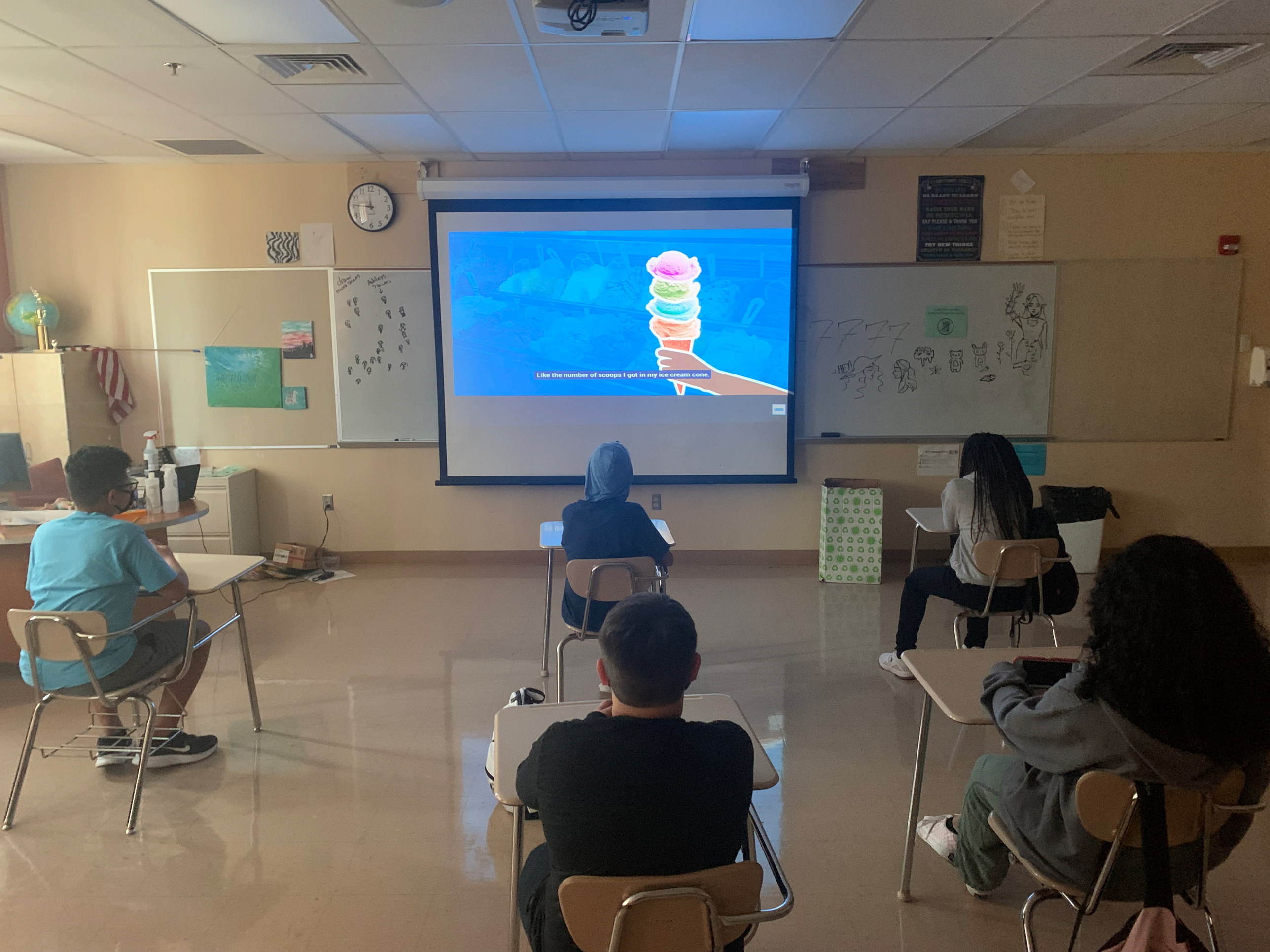
Blue Classic Galaxy ~60:00 Minutes Space Wallpaper~...

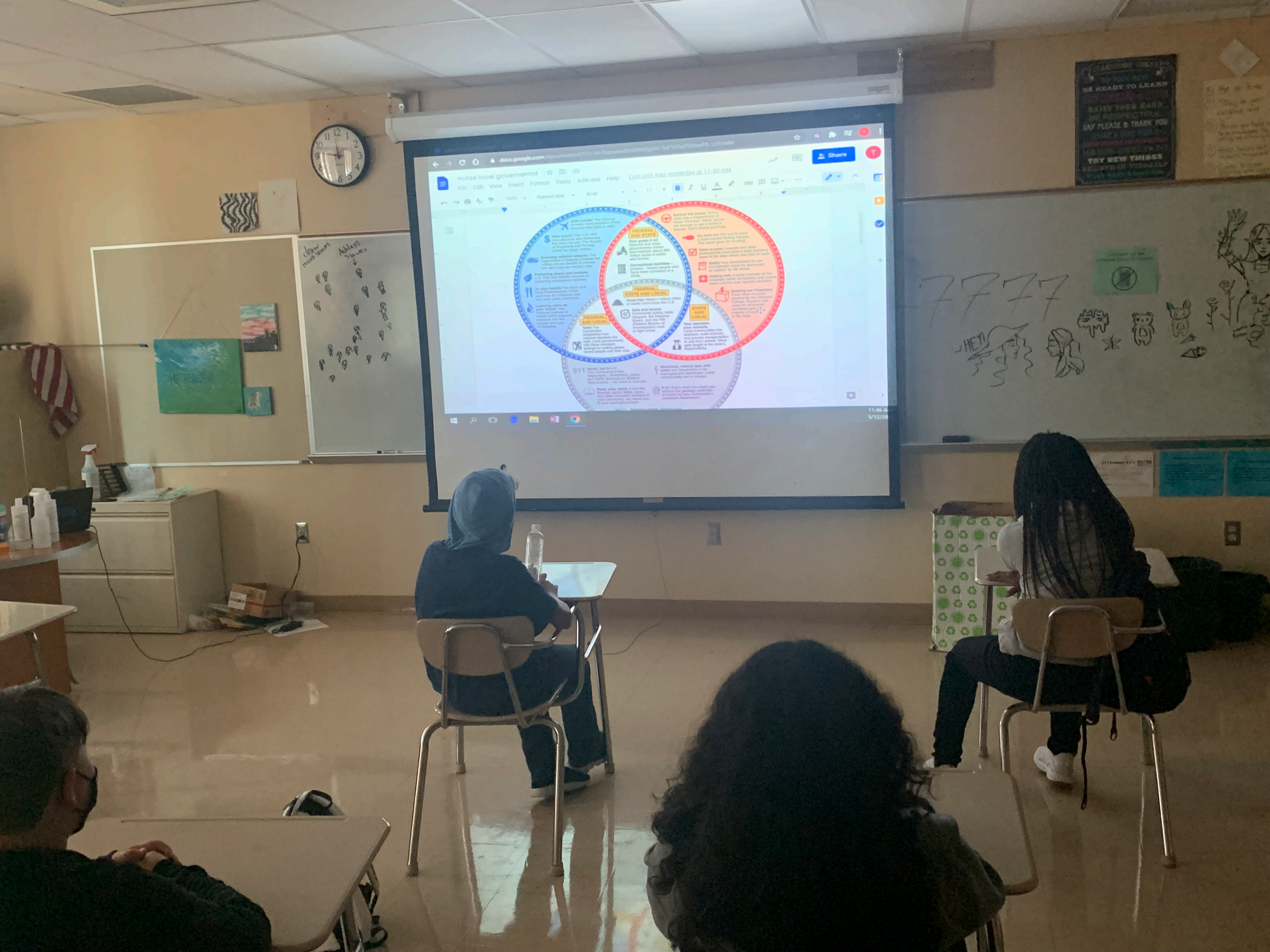
The Logistics of the US Census

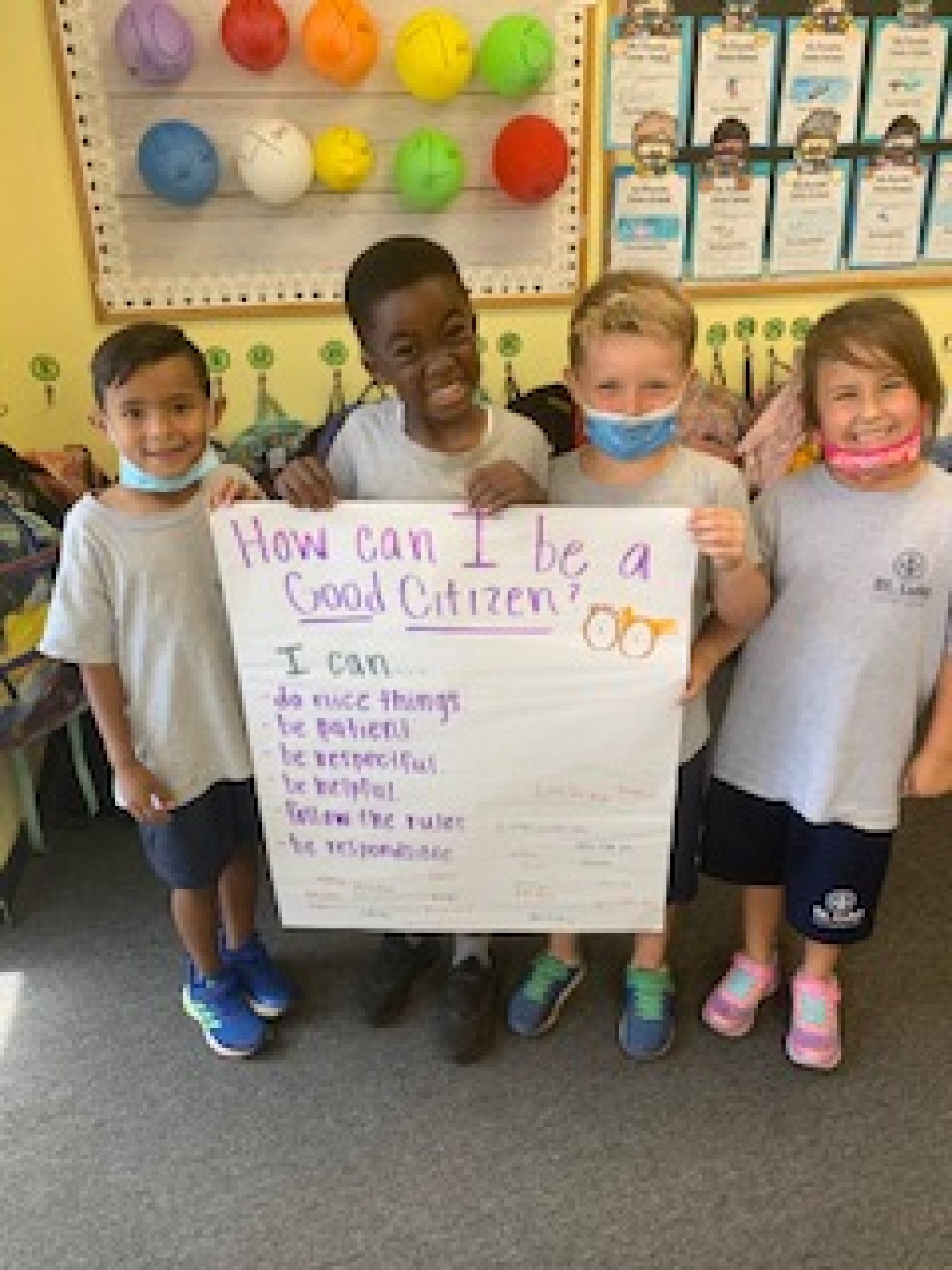
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Nasen

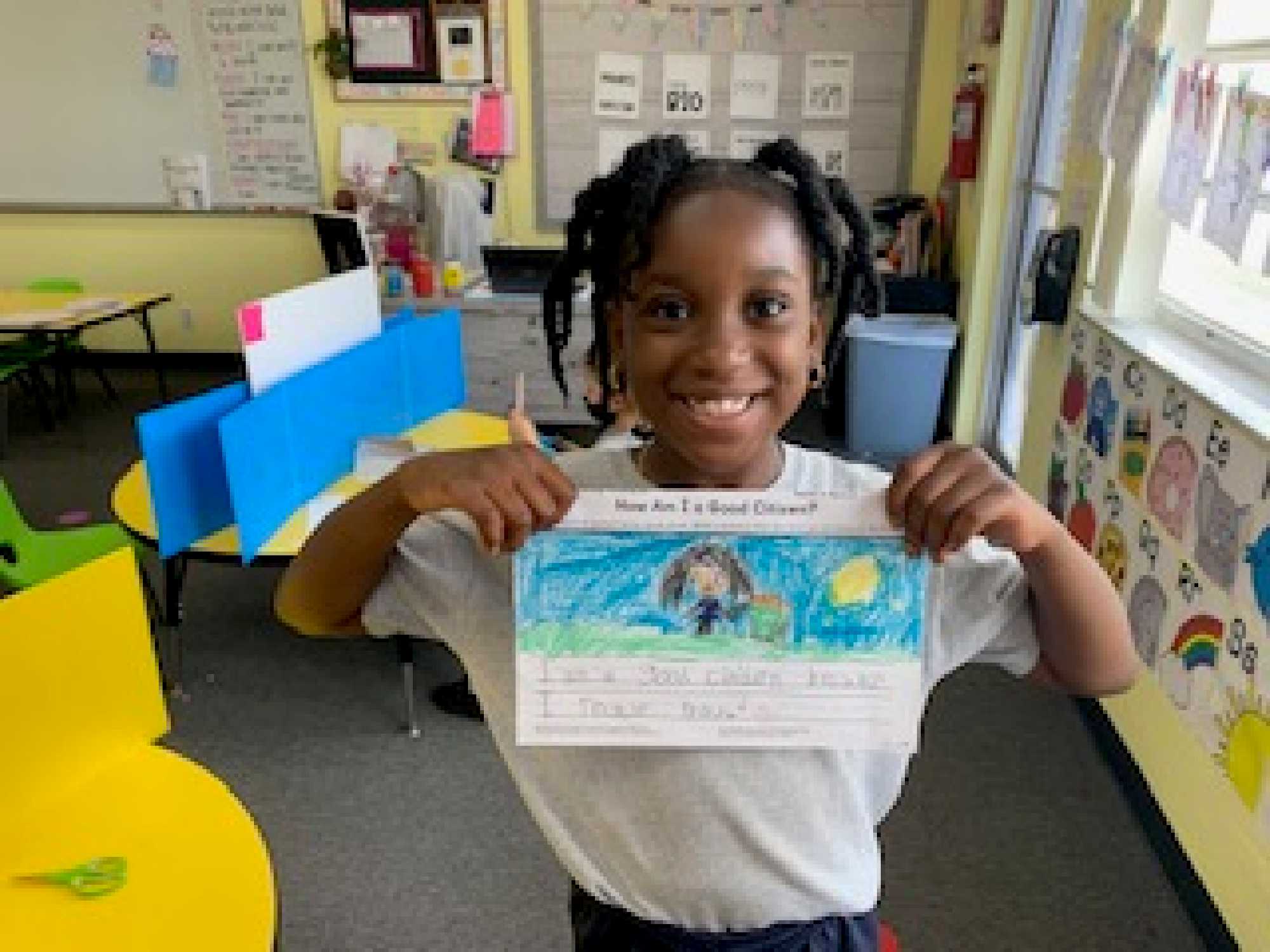
Mars

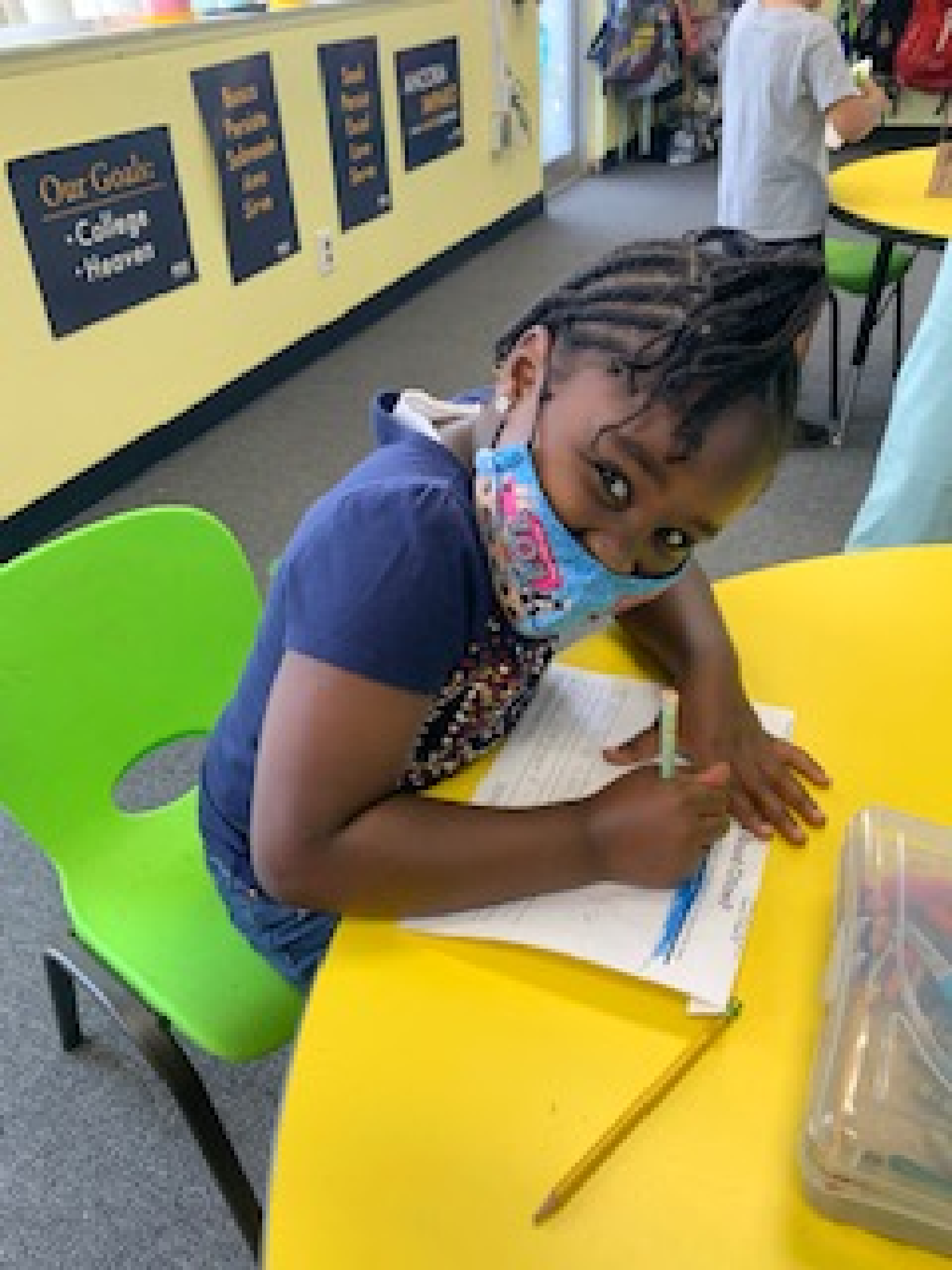

democracy
DELL


Like the number of scoops I got in my ice cream cone.


docs.google.com
notes local governemnt
File Edit View Insert Format Tools Add-ons Help
Last edit was yesterday at 11:40 AM
Share
FEDERAL AND STATE
FEDERAL, STATE AND LOCAL
FEDERAL AND LOCAL
STATE AND LOCAL
911
BE READY TO LEARN
SAY PLEASE & THANK YOU
TRY NEW THINGS
HEY!

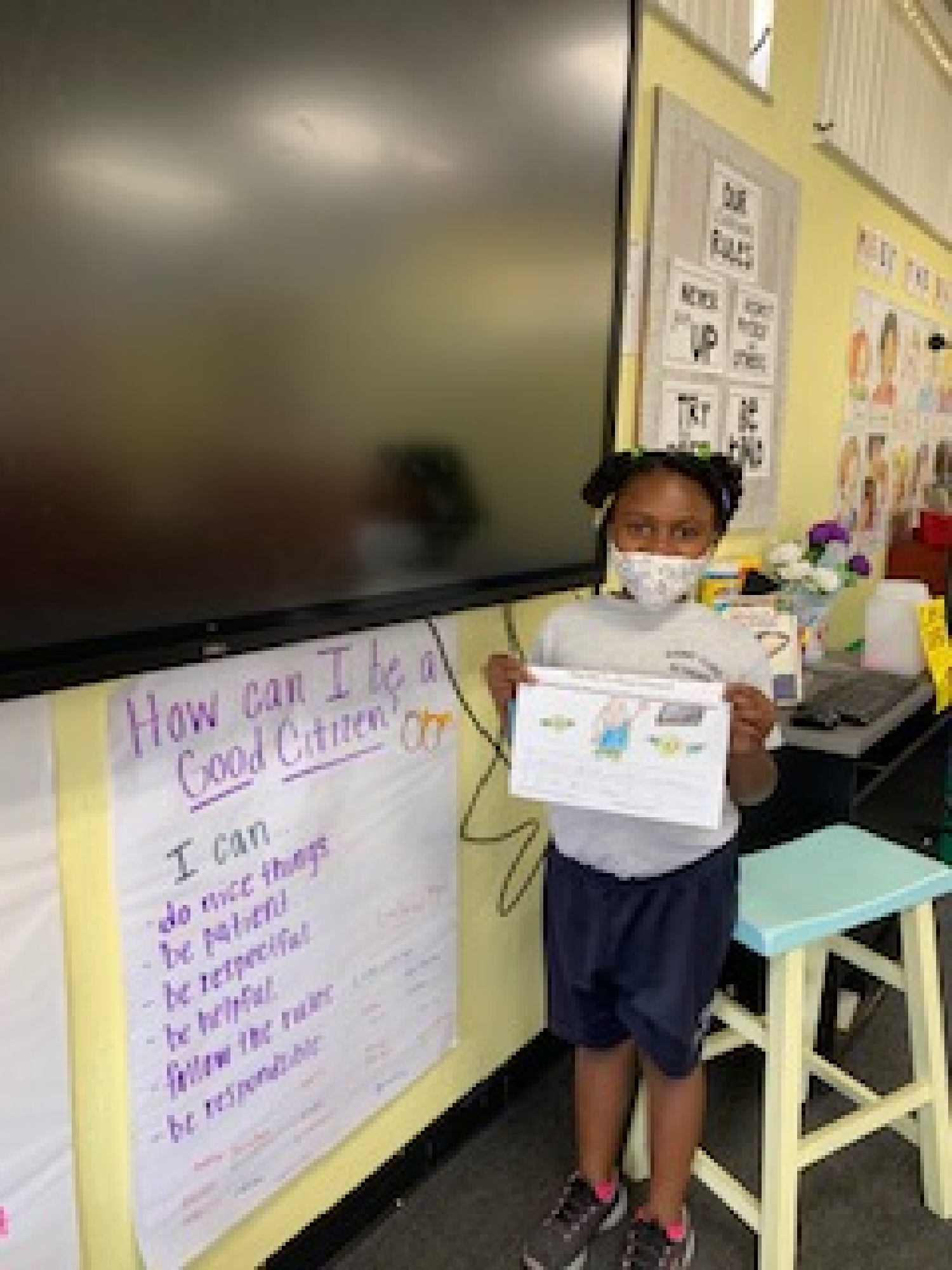

How can I be a Good Citizen?
I can...
- do nice things
- be patient
- be respectful
- be helpful
- follow the rules
- be responsible


How Am I a Good Citizen?


Our Goals:
• College
• Heaven




How Am I a Good Citizen?


How can I be a Good Citizen?
I can
- do nice things
- be patient
- be respectful
- be helpful
- follow the rules
- be responsible

# How can I be a Good Citizen?



I can...

- do nice things.
- be patient.
- be respectful.
- be helpful.
- follow the rules.
- be respondible.

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Parks & Recreation

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**ITEM 6.4:** Resolution No. 2021-24 - Approve Amendment No. 2 - Community Development Block Grant (CDBG) Agreement with Palm Beach County - Park Connector Pathway - FY 2021

**SUMMARY:**

On March 8, 2018, the Village Council selected the Park Connector Pathway project to be developed/constructed through the Village (Resolution No. 2018-07) as the Village's Annual Community Development Block Grant (CDBG) project. This proposed project is expected to include five (5) total phases. Currently, the Village Council has authorized engineering and design to be completed for four (4) of the five (5) Phases (Task Order #255) with the remaining Phase after the Village completes the purchase of property to construct a new park on the east side of the Village. The proposed Village-wide pathway system project is expected to connect nine (9) of the Village's parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc.

The Park Connector Pathway project consists of two (2) primary components:

Phase I is the professional engineering and design [Village's FY 2019 CDBG Project - Resolution No. 2018-07, (March 8, 2018)]

Note: The Village Council (on November 7, 2019) provided input and direction on the proposed engineering and design plans that have been developed by the Village's consulting

engineer prior to proceeding with additional Sub-Phases of the engineering and design portion of this project, which will include wide concrete sidewalk, paver brick separators, concrete illuminated feature, stamped pavement options, landscaping improvements, proposed signage and information boards, etc.

Phase II is the construction of the system [Village's FY 2020 CDBG Project - Resolution No. 2019-07 (March 14, 2019) and Village's FY 2021 CDBG Project - Resolution No. 2020-09 (March 12, 2020) and Village's FY 2022 CDBG Project - Resolution No. 2021-03 (March 11, 2021)].

Within each of these Phases, the project has been broken into five (5) "Sub- Phases" and, thus, the work authorizations are (will be) referenced as such.

**Sub-Phase I** - South side of Alemeda Drive (Davis Road east to the intersecting Pathway Park sidewalk that is located behind the Village Center Complex Ballfields) for a total of approximately 1,400 feet. **UPDATE** - This Sub-Phase was completed in February 2021 and is now open to the public and serves as a showcase for the remainder of the project serving as an understanding/expectation for this community park project that will be built over the next few years.

**Sub-Phase II** - Davis Road, from Alemeda Drive south to approximately 300 feet north of Lakewood Road (to include Royal Palm Park), approximately 2,600 feet of Greenbriar Drive that turns into Park Lane and west to Kirk Road to include the future Foxtail Palm Park and 600 feet of 10th Avenue North heading east off of Davis Road for a total of approximately 1.4 miles.

Note: Sub-Phase II is being proposed to be broken into two (2) separate projects (Sub-Phase IIA & Sub-Phase IIB) to better fund this very large project for years rather than at a single time. **UPDATE** - A contract for Sub-Phase IIB has been awarded by the Village Council (December 10, 2020) and construction began on June 7, 2021 for this sub-phase.

**Sub-Phase III** - Lakewood Road (Davis Road west to Kirk Road), Canal Road (Davis Road west to Kirk Road) and Kirk Road (Lakewood Road north to Canal Road) for a total of approximately 1.26 miles.

**Sub-Phase IV** - Kirk Road (between Canal Road and Park Lane), 10th Avenue North (from Sago Park Road - Sago Palm Park - to Summer Street) and Summer Street (700 feet north to Sabal Palm Park) for a total of approximately 1.42 miles.

**Sub-Phase V** - At this time, the location for the final connection of the proposed Pathway (Sub-Phase V) has not been determined but is expected to connect to a potential new park (that is expected to be located east of Congress Avenue).

Note: The proposed Park Connector Pathway System Project, upon completion, is expected to be located both inside and outside of the Village's CDBG Target Area, to serve the residents of the target area by providing approximately 6.7 miles of an interconnected, pedestrian-friendly pathway between most of the Village's parks. The proposed pathway would be ADA compliant/accessible in an effort to serve those in the Village with unique abilities as well as our senior population.

On April 23, 2020, the Village Council approved a contract award with Waypoint Contracting, Inc., in the amount of $490,410 for the construction of the Park Connector Pathway System - Sub-Phase I. (This project was included within the Village's FY 2020 Capital Improvement Program at an estimated cost of $750,000). This selection by the Village of Palm Springs was completed through a competitive selection process {All original bid documents provided during the April 23, 2020 Council Meeting authorizing the Invitation to Bid (ITB) selection/purchase with Waypoint Contracting [Village of Palm Springs Pathway Park Construction Sub-Phase I and Sub-Phase IIA (ITB 2020B-002 Task Order No 255 - February 25, 2020)] are available in the Village Clerk's Office}.

Note: In accordance with the previously approved Interlocal Agreement with Palm Beach County that enables the Village to serve as a CDBG sub-recipient city (Resolution No. 2015-112), the Village (with County oversight) is responsible for all aspects of this project (i.e., establish general project timeframe, funding for all associated project costs and outline county and federal requirements - compliance with Palm Beach County Purchasing Code and Davis-Bacon and Davis Bacon Act minimum wages).

The expected completion date for this portion of the project was January 31, 2021 (Approved Amendment No. 1 - Resolution No. 2020-25A - July 23, 2020); however, there were numerous delays that prevented the project's completion and funding reimbursement being completed prior to the expiration of the term of this agreement (i.e., COVID-19 pandemic delayed production and shipment of various project elements, re-installation of the paver brick

crosswalk at Cypress, replacement of pavers at Dolan Road and re-installation of two (2) Village concrete stamp and seals).

At this time, the project has been completed; however, the Village's final reimbursement request ($165,880.41) is unable to be processed and paid by the County outside of a current agreement. Thus, to ensure the Village receives full reimbursement of the remaining CDBG funding to support the Village's costs for this project, the Village and Palm Beach County must extend the existing agreement (2nd Amendment). Upon approval of the proposed extension of the CDBG Agreement with Palm Beach County, County staff will process the final reimbursement to the Village in the amount of $165,880.41.

As a result, Palm Beach County and Village staff are recommending the approval of the proposed Agreement Reinstatement and Amendment #2 (Amendment No. 2 - Resolution No. 2021- 24) to extend the Interlocal Agreement and ensure that the Village is in compliance with the performance requirements set by the initial agreement.

If approved by the Village Council, the proposed Amendment will be submitted to the Palm Beach County Department of Housing and Economic Sustainability Director for consideration.

Note: In an effort to streamline the process, proposed amendments to CDBG Interlocal Agreements are now being approved by the Palm Beach County Department of Housing and Economic Sustainability Director. Previously they were considered by the Palm Beach County Board of Commissioners.

The proposed 2nd Amendment was prepared by Palm Beach County Department of Housing and Economic Sustainability staff and reviewed by the Parks & Recreation Director and the Village Attorney.

**FISCAL IMPACT:**

Funding to support the proposed new Park Connector Pathway project is available within the FY 2021 Budget - General Fund utilizing CDBG grant funding and Infrastructure Surtax (Sales Tax) funds:

| ***Allocated/Estimated Project Funding:*** | ***Amount*** |
|---|---|
| FY 2019 Actual Funding - General Fund - Various Sources | $ 156,742.16 |
| FY 2020 Actual Funding - General Fund - Various Sources | $ 300,488.39 |
| FY 2021 Approved Funding - General Fund - Various Sources | $ 837,186.73 |
| FY 2022 - Capital Improvement Plan - Various Sources | $ 854.550.00 |
| FY 2023 - Capital Improvement Plan - Various Sources | $ 776,310.00 |

| **TOTAL Allocated/Estimated Project Funding** | **$2,925,877.28** |
|---|---|

| ***Available Funding/Revenues (Sources):*** | ***Amount*** |
|---|---|
| FY 2019 Project Reimbursement - Village CDBG | $ 133,263.00 |
| FY 2019 Project Contribution - Village General Fund (Surtax) | $ 23,479.16 |
| FY 2020 Project Reimbursement - Village CDBG | $ 300,488.39 |
| FY 2021 Project Reimbursement - Village CDBG | $ 322,495.61 |
| FY 2021 Project Contribution - Village General Fund (Surtax) | $ 392,623.12 |
| FY 2021 Project Reimbursement - PBC SWA Blighted & Distressed Property Grant | $ 122,068.00 |
| FY 2022 Project Reimbursement - Village CDBG | $ 130,515.00 |
| FY 2022 Project Contribution - Village General Fund (Surtax) | $ 724,035.00 |
| FY 2023 Project Reimbursement - Village CDBG | $ 130,515.00 |
| FY 2023 Project Contribution - Village General Fund (Surtax) | $ 645,795.00 |
| **Total Available Funding/Revenues:** | **$2,925,277.28** |

| ***Expected/Actual Project Costs:*** | ***Amount*** |
|---|---|
| FY 2019 Project Cost - Phase I - Actual Engineering & Design Cost | $ 156,742.16 |
| FY 2020 Project Cost - Phase I - Actual Engineering, Design Cost | $ 136,327.00 |
| FY 2021 Project Cost - Phase I - Estimated Engineering & Design Costs | $ 100,000.00 |
| FY 2022 Project Cost - Phase I - Estimated Engineering & Design Costs | $ 18,168.00 |
| FY 2023 Project Cost - Phase I - Estimated Engineering & Design Costs | $ 15,000.00 |
| FY 2020 Project Cost - Phase II - Actual Construction Costs | $ 164,161.39 |
| FY 2021 Project Cost - Phase II - Estimated Construction Costs | $ 737,186.73 |
| FY 2022 Project Cost - Phase II - Estimated Construction Costs | $ 836,382.00 |
| FY 2023 Project Cost - Phase II - Estimated Construction Costs | $ 761,310.00 |
| **Total Expected/Actual Project Costs:** | **$ 2,925,277.28** |

| ***Expected Project Costs (Breakdown by Sub-Phase):*** | ***Amount*** |
|---|---|
| Project Cost - Phase I - Engineering and Design Cost (by Sub-Phase): | |
| Sub-Phase I - Alemeda Drive | $ 55,116.00 |
| Sub-Phase I - Alemeda Drive (Proposed Change Order No. 2) | $ 1,500.00 |
| Sub-Phase II - Davis Road | $ 98,980.00 |
| Sub-Phase II - Davis Road (Change Order No. 1) | $ 30,280.00 |
| Sub-Phase III - Canal Road, Kirk Road & Lakewood | $ 77,923.16 |
| Sub-Phase IV - Sago Park & Summer Street | $ 72,310.00 |
| Sub-Phase V - TBD - East Side of Village | TBD |
| **Total Project Costs - Phase I - Engineering & Design:** | **$336,109.16** |

| ***Expected Project Costs (Breakdown by Sub-Phase):*** | ***Amount*** |
|---|---|

| | |
|---|---|
| Sub-Phase I - Alemeda Drive | $ 490,410.00 |
| Sub-Phase II - Davis Road* | $ 854,553.44<br>$ 505,065.50 |
| Sub-Phase III - Canal Road, Kirk Road & Lakewood Road | $ 100,000.00<br>$ 381,865.82 |
| Sub-Phase IV - Sago Park & Summer Street | $ 596,905.05 |
| Sub-Phase V - TBD - East Side of Village | TBD |
| **Total Project - Phase II Construction** | **$2,928,799.81** |

Note: Funding noted in the FY 2021 CIP Budget for FY 2022 and FY 2023 was based on a previous cost estimate for construction for the remaining project sub-phases. Upon completion of the final design plans and development of the engineer's opinion of cost estimate, the construction prices to complete the remaining sub-phases are expected to increase above the original project cost estimate.

Note: Village staff is continuously looking for potential grant funding opportunities to offset the increased cost of this project. In addition to annual Community Development Block Grant (CDBG) funding and Village Infrastructure Surtax (Sales Tax) dollars, staff will continue to apply for PBC Solid Waste Authority Blighted and Distressed Property Grant(s), the Florida General Infrastructure Grant [and other opportunities with the Florida Department of Economic Opportunity (DEO)] and the Florida Department of Environmental Protection's Florida Recreation Development Assistance Program (FRDAP) and the Recreation Trails (Grant) Program (RTP).
The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

**ATTACHMENTS:**

Proposed Resolution No. 2021-24 CDBG Grant Application - Amendment No. 2 to the Agreement Pathway Palm Park
Proposed Reinstatement and Amendment No. 2 - CDBG Funding Agreement - Park Connector Pathway
Resolution No 2020-25A Amendment No. 1 to the Interlocal Agreement - Park Connector Pathway
Approved Resolution No 2019-07 - CDBG Funding Agreement - Palm Beach County - FY 2020 - Park Connector Pathway

**RESOLUTION NO. 2021-24**

**A RESOLUTION OF THE COUNCIL FOR THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO ENTER INTO AMENDMENT NO. 2 TO THE COMMUNITY BLOCK GRANT (CDBG) AGREEMENT WITH PALM BEACH COUNTY TO REINSTATE AND EXTEND THE TERMS OF THE AGREEMENT TO JULY 15, 2021, TO ENSURE THAT THE VILLAGE WILL BE IN COMPLIANCE WITH THE PERFORMANCE REQUIREMENTS SET BY THE INITIAL AGREEMENT SET FORTH FOR THE PATHWAY PARK CONNECTOR PROJECT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

**WHEREAS,** the Village has determined that it is in the best interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect nine (9) of the Village's ten (10) parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. The recommended project consists of construction and installation of improvements with pathways that are ADA-compliant to service those in the Village with special needs, as well as our senior population; and

**WHEREAS,** the Project falls within two of the three categories of eligible activities as defied by HUD, in as much as the Project:

(1) will benefit low and moderate income persons; and

(2) it is a public access in need of repair, including ADA and accessibility improvements; and

**WHEREAS,** the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

**WHEREAS,** on June 1, 2020, Amendment 001 (2020-1878) provides for funds in the amount of $468,778 in Community Block Development Block Grant (CDBG) Funds, for the construction of sidewalk improvements to create an interconnected pathway system for the Pathway Park project; and

**WHEREAS,** Palm Beach County entered into an Interlocal Agreement (R2019-1762) on October 1, 2019.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA,** as follows**:**

**Section 1.** The "Whereas" clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Village Council authorizes and directs the Parks and Recreation Director to submit Reinstatement of Agreement and Amendment 002 to the Agreement to the to the Palm Beach County Housing and Community Development to extend the date of completion to July 15, 2021.

**Section 3.** All funds derived from this Grant will be used toward completion of the Pathway Park Connector Projector Sub-Phase IIB.

**Section 4.** This Resolution shall take effect immediately upon its passage.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

| | Aye | Nay | Absent |
|---|---|---|---|
| BEV SMITH, MAYOR | □ | □ | □ |
| GARY READY, VICE MAYOR | □ | □ | □ |
| DOUG GUNTHER, MAYOR PRO TEM | □ | □ | □ |
| JONI BRINKMAN, COUNCIL MEMBER | □ | □ | □ |
| PATTI WALLER, COUNCIL MEMBER | □ | □ | □ |

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of July 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

# REINSTATEMENT OF AGREEMENT
# AND
# AMENDMENT 002 TO THE AGREEMENT
# WITH
# VILLAGE OF PALM SPRINGS

**Reinstatement of Agreement and Amendment 002,** with an effective date of January 31, 2021, by and between **Palm Beach County** and the **Village of Palm Springs**.

**W I T N E S S E T H:**

**WHEREAS,** Palm Beach County entered into an Agreement (R2019-1762) with the Village of Palm Springs on October 1, 2019, as amended by Amendment 001 (R2020-1878) on June 1, 2020, to provide $468,779 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

**WHEREAS,** the Agreement (R2019-1762), as amended, has expired and a balance remains in the project account to be reimbursed to the Village; and

**WHEREAS,** the activities remaining to bring project to final completion have been interrupted by the COVID-19 pandemic and will occur subsequent to the Agreement end date; and

**WHEREAS,** the Subrecipient has requested the County to revise the completion date to complete close-out; and

**WHEREAS,** both parties desire to reinstate the original Agreement (R2019-1762), as amended, and further amend said Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual promises and covenants hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**

The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. SECTION 6: MAXIMUM COMPENSATION**

Replace "January 31, 2021" with "July 15, 2021".

**C. SECTION 7: TIME OF PERFORMANCE**

Replace "January 31, 2021" with "July 15, 2021".

**D. EXHIBIT A-1: SECTION 1-G – MONTHLY PERFORMANCE REQUIREMENTS**

Replace "January 31, 2021" with 'July 15, 2021", and revise the performance requirements below to read as follows:

| | |
|---|---|
| Complete Project Close-out and Submit Final Reimbursement Request by: | July 15, 2021 |

Except as modified by this Amendment 002, the Agreement as previously amended, and hereby reinstated, remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 002 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient and the County have caused this Reinstatement of Agreement and Amendment 002 to be executed on the date first above written.

(SUBRECIPIENT SEAL BELOW)

**VILLAGE OF PALM SPRINGS**

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida**

**For its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and Legal Sufficiency

By: _____
Howard J. Falcon III
Assistant County Attorney

Approved as to Terms and Conditions
Department of Housing & Economic Development

By: _____
Sherry Howard
Deputy Director

**RESOLUTION NO. 2020-25A**

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AUTHORIZING THE MAYOR, AND/OR HER DESIGNEE, TO ENTER INTO AMENDMENT NO. 1 TO THE INTERLOCAL AGREEMENT FOR COMMUNITY BLOCK GRANT (CDBG) FOR WITH PALM BEACH COUNTY TO EXTEND THE TERM OF THE AGREEMENT TO JANUARY 31, 2021 FOR THE PATHWAY PARK CONNECTOR PROJECT; A VILLAG-WIDE RAIL SYSTEM THAT INCLUDED 6.7 MILES OF ENHANCED SIDEWALKS THAT IS PLANNED TO CONNECT TEN (10) VILLAGE PARKS WITH A WIDE SIDEWALK HEIGHTENED WITH PEDESTRIAN AMENITIES, SUCH AS BENCHES, WATER FOUNTAINS, DISTANCE MARKERS, TRAIL INFORMATION BOARDS, ETC.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes;

**WHEREAS,** the Village entered into an Agreement (R2019-1762) on October 1, 2019, to provide $468,779 of CDBG funds for the construction of sidewalk improvements to create an interconnected pathway system to connect ten (10) Village parks; and

**WHEREAS,** the Village has requested to extend the completion date to January 31, 2021; and

**WHEREAS,** the Village has determined that it is in the best interest of the community to undertake the Pathway Park Connector Project ("Project") which is a village-wide trail system that is planned to connect ten (10) of the Village's parks with a wide sidewalk (where possible) enhanced with pedestrian amenities, such as benches, water fountains, distance markers, trail information boards, etc. The proposed project includes 6.7 miles of interconnected, enhanced sidewalks. This proposed project will include the continuation of construction and installation of improvements. The proposed pathway would be ADA-compliant to serve those in the Village with unique abilities as well as our senior population; and

**WHEREAS,** the Project falls within two of the three categories of eligible activities as defied by HUD, in as much as the Project:

(1) will benefit low and moderate income persons; and

(2) it is a public access in need of repair, including ADA and accessibility improvements; and

**WHEREAS,** the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

**NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA,** as follows:

**Section 1.** The "Whereas" clauses are incorporated herein are true and correct and are hereby made a specific part of this Resolution.

**Section 2.** All funds derived from this Grant will be used toward completion of the Pathway Park Connector Projector Sub-Phase IIB.

**Section 3.** This Resolution shall take effect immediately upon its passage.

Council Member Waites offered the foregoing resolution. Council Member Gunthes seconded the motion, and upon being put to a vote, the vote was as follows:

| | Aye | Nay | Absent |
|---|---|---|---|
| BEV SMITH, MAYOR | ✓ | | |
| PATTI WALLER, VICE MAYOR | ✓ | | |
| GARY READY, MAYOR PRO TEM | ✓ | | |
| DOUG GUNTHER, COUNCIL MEMBER | ✓ | | |
| JONI BRINKMAN, COUNCIL MEMBER | ✓ | | |

The Mayor thereupon declared this Resolution duly passed and adopted this 23rd day of July 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**AMENDMENT 001 TO THE AGREEMENT**
**WITH**
**VILLAGE OF PALM SPRINGS**

**Amendment 001** with an effective date of June 1, 2020, by and between **Palm Beach County** and the **Village of Palm Springs**.

**W I T N E S S E T H:**

**WHEREAS,** Palm Beach County entered into an Agreement (R2019-1762) with the Village of Palm Springs on October 1, 2019, to provide $468,779 of Community Development Block Grant (CDBG) funds for the construction of sidewalk improvements to create an interconnected pathway system in the Village of Palm Springs; and

**WHEREAS,** the Village has requested to modify the project completion date and corresponding performance requirements; and

**WHEREAS,** both parties desire to amend the original Agreement in accordance with the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual covenants and agreements hereinafter set forth, and various other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

**A. INCORPORATION OF RECITALS**
The foregoing recitals are true and correct and incorporated herein by reference. Terms not defined herein shall have the same meaning as ascribed to them in the Agreement.

**B. SECTION 6: MAXIMUM COMPENSATION**
Replace "December 31, 2020" with "January 31, 2021".

**C. SECTION 7: TIME OF PERFORMANCE**
Replace "December 31, 2020" with "January 31, 2021".

**D. EXHIBIT A – WORK PROGRAM NARRATIVE: SECTION I.H – PERFORMANCE REQUIREMENTS**
Delete the Monthly Performance Requirements and dates and replace them with the following:

| | |
|---|---|
| Start Construction by: | July 2020 |
| Expend 50% of CDBG Funds by: | September 2020 |
| Complete Construction by: | November 2020 |
| Submit Final Reimbursement Request by: | December 2020 |
| Expend 100% of CDBG Funds by: | January 2021 |

Except as modified by this Amendment 001, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof. This Amendment 001 is expressly contingent upon the approval of the County and shall become effective only when signed by all parties.

IN WITNESS WHEREOF, the Subrecipient and the County have caused this Amendment 001 to be executed on the date first above written.

(SUBRECIPIENT SEAL BELOW)

**VILLAGE OF PALM SPRINGS**

By: _____
Bev Smith, Mayor

By: _____
Kimberly M. Wynn, Village Clerk

By: _____
Attorney for Subrecipient
(Signature Optional)

**PALM BEACH COUNTY, FLORIDA, a Political Subdivision of the State of Florida for its BOARD OF COUNTY COMMISSIONERS**

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Sustainability

Approved as to Form and Legal Sufficiency

By: _____ For
Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Department of Housing & Economic Sustainability

By: _____
Sherry Howard
Deputy Director

**RESOLUTION NO. 2019-07**

**A RESOLUTION OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO APPROVE PHASE II – WHICH INCLUDES CONSTRUCTION AND INSTALLATION OF THE IMPROVEMENTS SELECTION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECT FOR FISCAL YEAR 2018-2019 BY PALM BEACH COUNTY HOUSING AND TO THE VILLAGE OF PALM SPRINGS TO BE USED TOWARDS THE PARK CONNECTOR PATHWAY SYSTEM WHICH INCLUDES 6.7 MILES OF INTERCONNECTED, ENHANCED SIDEWALKS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Village of Palm Springs ("Village") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS,** the Village has determined that it is in the best interest of the community to be used towards the Park Connector Pathway System Project ("Project"), which includes 6.7 miles of interconnected enhanced sidewalks in Village-wide pathway system that connects all eights (8) of the Village parks with a wide sidewalk enhanced with pedestrian amenities such as benches and water fountains; and

**WHEREAS,** Phase II has been approved within the Village's FY 2020 Capital Improvement Program (CIP) at an estimated cost of $750,000. It is estimated that the construction phase will take three (3) budget years and be completed in FY 2022. Phase II of this project would include construction and installation of the improvements with $300,000 Seeds of Hope funds (PBC has confirmed verbally that the Village will be the recipient of the Seeds of Hope funds next year), the Village's annual CDBG allocation (approximately $114,000 - dependent on approved federal funding) and either General Fund or Infrastructure Surtax dollars. The Village has also submitted a 2019 Recreational Trails Program grant application thru the Florida Department of Environmental Protection; and

Resolution No. 2019-07 CDBG Annual Project for FY 18/19 Park Connector Pathway – Phase II

**WHEREAS,** the Village is an eligible entitlement community for the Community Development Block Grant, pursuant to a signed Interlocal Agreement with Palm Beach County; and

**WHEREAS,** the Project falls within two of the three categories of eligible activities as defined by HUD, in as much as the Project:

(1) will benefit low and moderate income persons; and

(2) it is a public access in need of repair, including ADA and accessibility improvements; and

**WHEREAS,** the Project lies entirely within a public area that is used by and available to the entire community and the general public for direct access to Village recreational facilities.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF PALM SPRINGS, FLORIDA, AS FOLLOWS:**

**Section 1.** The "Whereas" clauses are incorporated herein as true and correct and are hereby made a specific part of this Resolution.

**Section 2.** The Village would be responsible for any project costs for the design services in excess of the $114,000 from the CDBG reimbursement grant.

**Section 3.** This Resolution shall take effect immediately upon its passage.

Council Member Gunther offered the foregoing resolution. Council Member Ready seconded the motion, and upon being put to a vote, the vote was as follows:

| | Aye | Nay | Absent |
|---|---|---|---|
| BEV SMITH, MAYOR | ☑ | ☐ | ☐ |
| DOUG GUNTHER, VICE MAYOR | ☑ | ☐ | ☐ |
| JONI BRINKMAN, MAYOR PRO TEM | ☐ | ☐ | ☑ |
| PATTI WALLER, COUNCIL MEMBER | ☑ | ☐ | ☐ |
| GARY M. READY, COUNCIL MEMBER | ☑ | ☐ | ☐ |

Resolution No. 2019-07 CDBG Annual Project for FY 18/19 Park Connector Pathway – Phase II

The Mayor thereupon declared the Resolution duly passed and adopted this 14th day of March, 2019.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

VILLAGE OF PALM SPRINGS SEAL 1957 FLORIDA

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM 6.5:** Approve Land Management System Software Agreement - Exempt Purchase - Planning, Zoning & Building (PZB) Department (FY 2021 Budget Funded) – MaintStar, Inc.

**SUMMARY:**

The Planning, Zoning & Building (PZ&B) and Information Technology (IT) Departments have identified a need to modernize many of the existing core business processes within the PZ&B business unit, including the permit application, plan review, inspection, business license and other processes. A proposed change in providing these types of services (e.g., utilizing new technology) is expected to dramatically improve efficiencies and create a better experience for Village patrons (i.e., property owners, developers, contractors, owner-builders, etc.) as well as Village staff.

The Village Council has approved funding ($102,000) within the FY 2021 Budget - General Fund to purchase and install a new digital platform designed for land management to replace the existing eleven (11) year old system to assist in better managing our land development/management process and ensure that we continue to remain a "business-friendly" environment.

Note: The PZ&B Department has been utilizing a Tyler-Munis software module in a limited capacity since 2010. This software is primarily designed for use within the finance industry and does not provide sufficient functionality for land development/management. Further, this software does not offer GIS integration, which often results in inefficiency for staff and patrons as well as a a poor customer experience.

Thus, the PZ&B Department and the Village's IT Department are recommending that the Village purchase a new land management suite, which includes workflow for all development applications and business licenses.
Within the Fiscal Year 2021 Budget - General Fund and the Capital Improvement Plan (CIP),

the Village Council approved $102,000 for the purchase and installation of a more systematic digital permit and development application review process that will save valuable time and lead to a better experience for all Village customers and staff.

Recently, various Village department representatives evaluated and reviewed a number of available permit management software packages, including four (4) solutions/options that are being utilized by local and state government agencies throughout Palm Beach County as well as throughout the United States:

- EnerGov Permitting and Land Management Suite - Tyler Technologies
- CentralSquare Community Development Software - CentralSquare Technologies
- GovPilot Building and Construction Management Software - GovPilot
- MaintStar Land Management Suite- MaintStar

Following an extensive vetting process, which included reference checks with other municipalities, staff has determined that the best permit tracking software option for the Village would be the MaintStar Land Management Suite for the following reasons:

- MaintStar maintains 37 years of experience as well as more th an 200 clients with both public/governmental organizations and private corporations providing them with the expertise and knowledge to understand the Village's permit tracking needs (as a governmental entity)
- Ease in use
- Deep integration and workflow functionality
- Expansive (ease in ability to add other modules in the future, i.e. code enforcement)
- A customizable system (i.e., user screens, data fields, etc.) to meet our needs and our specific workflow
- Utilizes a modern HTML5 (browser based) user interface with a high level of security
- Offers an off-line mode on the mobile inspection devices
- Provides options for on-line permit submittals for electronic plan (ePlan) review
- Functionality for online payments associated with building permits and other applications
- Includes unlimited digital forms that will be customized for Village needs
- A customer facing portal provides convenience for on-line customers
- Offers a user-friendly permit review workflow that is easy to track by the patron and Village staff
- Exceptional integration with Tyler-Munis, which will continue to serve as the financial platform
- The content management system is included with a large amount of storage
- Excellent personalized customer service and support, including staff having direct access to the platform developers for quicker responses and turn around time should issues arise

As a result, the Village Council is requested to authorize an agreement with MaintStar, Inc. to provide all requisite software, project management and implementation services, including training, technical support and import/conversion of existing data from the Tyler-Munis platform, in the one-time amount of $107,000 and an annual base fee (hosting and support) of $26,500 per year.
Note: The proposed software purchase/implementation amount by MaintStar ($107,000), if approved, would require an initial payment of $45,000 (FY 2021) within 30 days of executing the proposed agreement. Thus, this project is expected to roll over into next fiscal year (FY 2022) and the remaining funding of $88,500 to complete this project and is expected to be requested to be approved by the Village Council during the upcoming FY 2022 budget process.

It should be noted that this request to select and utilize a new land management suite would contribute to the continued cultural shift within Village departments. Business units are becoming more technology focused in an effort to create increased efficiencies, convenience and more streamlined processes. The goal is to continue to provide the highest levels of service and operational continuity possible to ensure that the Village maintains a "business-friendly" environment and meeting a number of the Village's goals.

If approved, the Village would accept MaintStar's pricing, including all terms, conditions and pricing therein. The term of the proposed agreement, would expire on July 8, 2027 and may be renewed thereafter on an annual basis under the terms of the current agreement.

The Village's Purchasing Code, Section 58-2.- Exempt purchases, provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code:

- (21) Proprietary software applications and/or the related maintenance or service agreements.

The proposed agreement was prepared by MaintStar, Inc. and reviewed by the Village Attorney, the IT Director, the PZ&B Director, the Assistant Village Manager and the Finance Director.

The Village has not worked with the proposed vendor previously; however, the Village received positive references from various municipalities/local governments (i.e., City of Plant City, Florida, Alameda County, California and the City of Rio Vista, California).

Note: The City of Plant City also utilizes Tyler Technologies (Munis) for their financial software. and we were informed that the proposed MaintStar software would be consistent and integrate within the Village's Munis platform.

**FISCAL IMPACT:**

Funding to support the proposed purchase and implementation of the MaintStar software are approved within the FY 2021 Budget - General Fund:

| ***Allocated/Estimated Project Funding:*** | ***Amount*** |
|---|---|
| FY2021 Approved Funding - General Fund | $102,000 |
| FY2022 Requested Funding - General Fund | $ 88,500 |
| FY2023 Requested Funding - General Fund | $ 26,500 |
| **TOTAL ALLOCATED/APROVED BUDGET** | **$217,000** |

| ***Expected Project Costs:*** | ***Amount*** |
|---|---|
| FY2021 Project Cost - Expected Fees | $ 45,000 |
| FY2022 Project Cost - Expected Fees | $ 88,500 |
| FY2023 Project Cost - Expected Fees | $ 26,500 |
| **TOTAL PROJECT COSTS:** | **$160,000** |

| ***Expected Project Costs (Breakdown):*** | ***Amount*** |
|---|---|
| FY 2021 Project Cost - Software License Fee | $ 45,000 |
| FY 2022 Project Cost - Data Conversion (Munis Records) | $ 20,000 |
| FY 2022 Project Cost - Project Management | $ 15,000 |
| FY 2022 Project Cost - Interfaces with Munis and BridgePay | $ 19,500 |
| FY 2022 Project Cost - Interface with Electronic Plan Review | $ 15,000 |
| FY 2022 Project Cost - Implementation and Training | $ 29,500 |
| FY 2022 Project Cost - Annual Hosting & Support Fee | $ 26,500 |
| FY 2023 Project Cost - Annual Hosting & Support Fee | $ 26,500 |
| **TOTAL PROJECT COSTS:** | **$160,000** |

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

**ATTACHMENTS:**

Proposed Agreement - MaintStar Land Management System Enterprise Software
Proposed Price Quote - Software - MaintStar
Implementation Overview - MaintStar
Land Management Suite Brochure - MaintStar
MaintStar PowerPoint Presentation - Public Access/Information
Summary of References and Interviews - MaintStar Land Management System

STANDARD AGREEMENT FOR SPECIALIZED PROFESSIONAL SERVICES BETWEEN THE VILLAGE OF PALM SPRINGS, FLORIDA AND MAINTSTAR, INC. FOR MAINTSTAR LAND MANAGEMENT SYSTEM ENTERPRISE SOFTWARE

This Agreement is entered into by _____ as of this ____day of _____, 2021_, by and between the Village of Palm Springs, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and MaintStar, Inc., hereinafter referred to as CONTRACTOR.

WITNESSETH THAT:

WHEREAS, the VILLAGE has need for professional services for a hosted land management system enterprise software and is willing to compensate CONTRACTOR for such services;

WHEREAS, the VILLAGE desires to engage CONTRACTOR to render certain technical and professional services in the providing of said hosted land management system enterprise software;

WHEREAS, CONTRACTOR has requisite experience and qualifications to provide said hosted land management system enterprise software; and

WHEREAS, CONTRACTOR was selected after an extensive evaluation of available platforms and pursuant to Section 58-2 of the Village's Purchasing Code.

NOW THEREFORE, the parties do mutually agree as follows:

## SECTION 1: ENGAGEMENT OF CONTRACTOR

The VILLAGE hereby agrees to engage CONTRACTOR, and CONTRACTOR hereby agrees to perform the services set forth in this Agreement.

## SECTION 2: SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall commence performance of the Project upon execution of this Agreement by both parties. The term "Project" as used in this Agreement shall include all of the tasks and items listed and described in Exhibit A, Scope of Services, Attachment A, Required Features and Capabilities, attached hereto and incorporated herein as part of this Agreement.

## SECTION 3: KEY PROJECT PERSONNEL

CONTRACTOR agrees to provide the services of trained and qualified personnel for the full term of this contract. No substitutions will be made without prior written approval by the VILLAGE. The VILLAGE reserves the right to request specific qualifications for personnel substituted under this section.

## SECTION 4: CONTRACTORS

CONTRACTOR may utilize the services of SUB-CONTRACTORs during the course of this project only upon prior written approval by the VILLAGE.

## SECTION 5: VILLAGE REPRESENTATION

Thomas Cook, IT Director, or his/her designated representative, shall represent the VILLAGE in all matters pertaining to the services rendered pursuant to this Agreement and shall administer said Agreement on behalf of the VILLAGE. This person shall hereinafter be referred to as the "VILLAGE's Representative".

## SECTION 6: RESPONSIBILITIES OF THE VILLAGE

The VILLAGE will provide the CONTRACTOR, or cause to be provided with, the following documents, services, at no charge to the CONTRACTOR, for conversion and integration into the MaintStar Land Management System Enterprise Software:

A. Entirety of VILLAGE data for workflows, development approvals, business licenses and permit issuance .

B. Planning, Zoning & Building Department ("PZB") records in Microsoft Access or Comma Separated Value (CSV) format.

C. Business rules pertaining to processing of permits, business licenses and land use entitlements.

D. Business forms of the PZB and/or other Village departments in Microsoft Word and/or Adobe PDF formats.

## SECTION 7: PERFORMANCE SCHEDULE

Both CONTRACTOR and the VILLAGE recognize that time is of the essence in the completion of this work and the following schedule is dependent upon timely actions by the CONTRACTOR and the VILLAGE. Accordingly, the CONTRACTOR shall complete all of the work described in this Agreement in accordance with Exhibit A, Scope of Work, Attachment B, Project Schedule. All software features and capabilities described in the Exhibit A, Scope of Work, Attachment A, Required Features and Capabilities,

shall be enabled and functioning within two-hundred-and-ten days following the VILLAGE's written authorization to proceed. If there are delays on the VILLAGE 's side to provide data to CONTRACTOR, this could delay the project final date.

CONTRACTOR shall not be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God, or failure of VILLAGE to furnish timely information or to approve or disapprove CONTRACTOR's work promptly, or delay or faulty performance by VILLAGE, or governmental agencies.

## SECTION 8: COMPENSATION TO CONTRACTOR

Pricing of software, implementation services, and annual maintenance and licensing shall be made in accordance with amounts shown in the Exhibit A, Scope of Work, Attachment C, Pricing Summary. The total compensation shall not exceed $133,500.00 without the VILLAGE's written authorization and proper change order.

## SECTION 9: PUBLIC RECORDS

CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

A. Keep and maintain public records required by the VILLAGE to perform the service.

B. Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

D. Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.**

## SECTION 10: METHOD OF COMPENSATION

CONTRACTOR shall be compensated for services performed under this agreement as set forth in the Cost Proposal (Exhibit B hereto.). The VILLAGE will compensate CONTRACTOR for the services performed hereunder within forty-five (45) calendar days of receipt of CONTRACTOR's invoice for the services performed.

The VILLAGE shall promptly review invoicing and notify CONTRACTOR of any objection thereto in writing within thirty (30) days of receipt of the invoice; absent such objection the invoice shall be deemed proper and acceptable.

## SECTION 11: CONTRACTOR'S DELIVERABLES

CONTRACTOR shall deliver to the VILLAGE a hosted land management software enterprise system including the full range of features and capabilities described in Exhibit A, Scope of Work (and Attachments A though F hereto).

## SECTION 12: DESIGN CHANGES OR REVISIONS

No design changes or revisions will be required and no payment therefore will be made except pursuant to the provisions of this Agreement. No extra compensation shall be paid the CONTRACTOR for revisions required by reason of omissions or errors by the CONTRACTOR in the preparation of the original plans, working drawings and specifications. Changes to the scope of this Agreement shall be negotiated prior to commencement of extra work.

## SECTION 13: ADDITIONAL SERVICES OUTSIDE SCOPE

Only after written authorization from the VILLAGE, additional services that CONTRACTOR could provide, or cause to be provided, include the following:

A. Additional work related to the Project but not included in the Scope of Work.

B. Additional work caused by changes unrelated to the Scope of Work described herein.

CONTRACTOR will be compensated for CONTRACTOR such additional services as approved by the VILLAGE.

## SECTION 14: HOLD HARMLESS

To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend VILLAGE and each of its elected officials, officers, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) to the extent that any loss, liability, fines, penalties, forfeitures, costs, damages, claims, demands or actions in law or equity arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of CONTRACTOR, its principals, officers, employees or agents in the performance of this Agreement. However, notwithstanding previous sentence, in the event one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the design professional shall meet and confer with other parties regarding unpaid defense costs.

If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend VILLAGE and each of its elected officials, officers, employees, agents and volunteers in accordance with the terms of the preceding paragraph. This section shall survive termination or expiration of this Agreement.

## SECTION 15: INSURANCE

Throughout the life of this Agreement, CONTRACTOR shall pay for and maintain in full force and effect all policies of insurance required hereunder with an insurance company(ies) either (i) admitted by the Florida Insurance Commissioner to do business in the State of Florida and rated not less than "A- VII" in Best's Insurance Rating Guide, or (ii) authorized by the VILLAGE Manager or his/her designee at any time and in his/her sole discretion.

A. The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Contract) with limits of liability of not less than the following:

$1,000,000 per occurrence for bodily injury and property damage
$1,000,000 per occurrence for personal and advertising injury
$1,000,000 aggregate for products and completed operations
$2,000,000 general aggregate

2. COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owner automobiles or other licensed vehicles (Code 1 - Any Auto) with limits of liability of not less than $1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION insurance as required under the Workers' Compensation Law .

4. EMPLOYERS' LIABILITY insurance with limits of liability of not less than $1,000,000 each accident, $1,000,000 disease policy limit and $1,000,000 disease each employee.

5. CYBER LIABILITY insurance with limits not less than $1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by CONTRACTOR in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, as well as credit monitoring expenses with limits sufficient to respond to these obligations. The policy shall provide that the VILLAGE and its elected officials, officers, officials, employees, agents and volunteers shall be additional insureds, and the policy shall be primary and non-contributory.

6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) insurance appropriate to CONTRACTOR's profession, with limits of liability of not less than $2,000,000 per claim/occurrence and $2,000,000 policy aggregate.

    A. Should CONTRACTOR maintain insurance with broader coverage and/or limits of liability greater than those shown above, VILLAGE requires and shall be entitled to the broader coverage and/or the higher limits of liability maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to VILLAGE.

B. CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and CONTRACTOR shall also be responsible for payment of any self- insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the VILLAGE Manager or his/her designee. At the option of the VILLAGE Manager or his/her designee, either: (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to VILLAGE, its elected officials, officers, officials, employees, agents and volunteers: or (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to VILLAGE Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall VILLAGE be responsible for the payment of any deductibles or self-insured retentions.

C. All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice has been given to VILLAGE. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish VILLAGE with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for VILLAGE, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

D. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name VILLAGE, its elected officials, officers, officials, employees, agents and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so CONTRACTOR's insurance shall be primary and no contribution shall be required of VILLAGE, its elected officials, officers, officials, employees, agents and volunteers. The coverage shall contain no special limitations on the scope of protection afforded to VILLAGE, its elected officials, officers, officials, employees, agents or volunteers. The Workers' Compensation insurance policy shall contain a waiver of subrogation as to VILLAGE, its elected officials, officers, officials, employees, agents and volunteers.

E. Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:
    1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.

2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.

3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.

4. A copy of the claims reporting requirements must be submitted to VILLAGE for review.

5. These requirements shall survive expiration or termination of the Agreement.

F. CONTRACTOR shall furnish VILLAGE with all certificate(s) and applicable endorsements effecting coverage required hereunder. **All certificates and applicable endorsements are to be received by VILLAGE and approved by VILLAGE Manager or his/her designee prior to VILLAGE's execution of the Agreement and before work commences.** Upon request of VILLAGE, CONTRACTOR shall immediately furnish VILLAGE with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

G. If at any time during the life of this Agreement or any extension, CONTRACTOR or any of its SUB-CONTRACTORs fail to maintain any required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONTRACTOR shall be withheld until notice is received by VILLAGE that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to VILLAGE. Any failure to maintain the required insurance shall be sufficient cause for VILLAGE to terminate this Agreement. No action taken by VILLAGE hereunder shall in any way relieve CONTRACTOR of its responsibilities under this Agreement.

H. The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify VILLAGE and its elected officials, officers, officials, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, employees, agents, persons under the supervision of CONTRACTORs, SUB-CONTRACTORs, suppliers, invitees, or anyone employed directly or indirectly by any of them.

I. If CONTRACTOR should subcontract all or any portion of the services to be performed under this Agreement, CONTRACTOR shall require each SUB-CONTRACTOR to provide insurance protection in favor of VILLAGE, its elected officials, officers, officials, employees, agents and volunteers in accordance with the terms of each of the preceding paragraphs, except that the SUB-CONTRACTOR'S certificates and endorsements shall be on file with CONTRACTOR and VILLAGE prior to the commencement of any work by the SUB-CONTRACTOR.

## SECTION 16: OWNERSHIP OF WORK

All finished or unfinished documents, studies, reports, computer files and materials prepared by CONTRACTOR and SUB-CONTRACTORs under this Agreement (except Source Code and Internal Documentation) shall be considered the property of the VILLAGE and will be turned over to the VILLAGE upon demand, but in any event, upon completion of the Project. The CONTRACTOR shall be allowed to retain copies of documents for his permanent records, if desired.

## SECTION 17: ASSIGNABILITY

The VILLAGE and the CONTRACTOR will agree to keep trade/business information of CONTRACTOR confidential and will enter into an agreement with CONTRACTOR to protect this confidentiality to the extent permitted by law.

## SECTION 18: AMENDMENTS

This Agreement sets forth the entire understanding of the parties with respect to the subject matter herein. There are no other agreements, expressed or implied, oral or written, except as set forth herein. This Agreement may be amended upon written mutual consent of both parties hereto. Amendment requiring changes in compensation shall be subject to the VILLAGE's change order procedures.

## SECTION 19: NOTICES

Notices and requests to the VILLAGE or CONTRACTOR shall be delivered at the following addresses, either served personally on the designated representative or by U.S. Postal Service at the following addresses:

VILLAGE:
Richard J. Reade
Village Manager
226 Cypress Lane
Palm Springs, FL 33461
TEL: 561-965-4011
rreade@vpsfl.org

CONTRACTOR:
Dimitry Poretsky
President & CEO
MaintStar, Inc.
28 Hammond Dr., Unit D
Irvine, CA 92618
TEL: 800.255.5675 Ext. 102
FAX: 949.458.7626

## SECTION 20: GOVERNING LAW; CONSENT TO JURISDICTION

This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.

## SECTION 21: BUSINESS LICENSE

The CONTRACTOR shall obtain a business license for work within the Village of Palm Springs.

## SECTION 22: INTEREST OF MEMBERS OF THE VILLAGE

No member of the governing body of the VILLAGE and no other officer, employee, or agent of the VILLAGE, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and the CONTRACTOR shall take appropriate steps to assure compliance.

## SECTION 23: INTEREST OF CONTRACTOR AND EMPLOYEES; STATEMENT OF ECONOMIC INTERESTS

The CONTRACTOR covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The CONTRACTOR further covenants, that in the performance of this Agreement, no person having any such interest shall be employed.

## SECTION 24: FACILITIES AND EQUIPMENT

CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

## SECTION 25: INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, CONTRACTOR shall be an independent CONTRACTOR and shall not be an employee of VILLAGE. VILLAGE shall have the right to control CONTRACTOR only in so far as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, VILLAGE shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

## SECTION 27: TIME

CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement.

## SECTION 28: CONTRACTOR NOT AGENT

Except as VILLAGE may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of VILLAGE in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind VILLAGE to any obligation whatsoever.

## SECTION 29: PALM BEACH COUNTY INSPECTOR GENERAL

In accordance with Palm Beach County Ordinance No. 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

## SECTION 30: SALES AND USE TAX

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Indemnification. Regardless of the coverage provided by any insurance, CONTRACTOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

## SECTION 31 DEFAULTS; TERMINATION OF AGREEMENT

A. If the Village Manager deems that the CONTRACTOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the CONTRACTOR specifying defaults to be remedied within fifteen (15) days.

B. If the CONTRACTOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another CONTRACTOR and the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such task related to the claimed default; or

C. If after thirty (30) days the CONTRACTOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

D. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the CONTRACTOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

## SECTION 32: PUBLIC ENTITY CRIMES

CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted CONTRACTOR list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

## SECTION 33: FISCAL NON-FUNDING

In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the CONTRACTOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The CONTRACTOR will be paid for all services rendered through the date of termination.

## SECTION 34: SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of $1 million or more, the company must certify that the CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a CONTRACTOR submits a bid or proposal for a contract or before the CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

## SECTION 40: E-VERIFY

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

F. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

## SECTION 41: THIRD PARTY BENEFICIARY RIGHTS

This Agreement shall create no rights or claims whatsoever in any person other than a party herein.

## SECTION 42: SEVERABILITY

If any one or more of the provisions of the Agreement shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

## SECTION 43: EFFECTIVE DATE

The effective date of this Agreement is the date the Agreement is approved by the Village Council. The contract will remain in effect for each subsequent year(s) the annual Hosting and Service Support fee is renewed and paid by the VILLAGE.

IN WITNESS WHEREOF, VILLAGE and CONTRACTOR have caused this Agreement to be executed the day and year shown above.

**VILLAGE OF PALM SPRINGS, FLORIDA**

By: _____
Beverly Smith, Mayor

ATTEST:

_____
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

**MAINTSTAR, INC.**

By: _____
Zinovy R Poretsky, CEO

See attached CA acknowledgement dated JUNE 21, 2021

[Corporate Seal]

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by_Dimitry Poretsky, as CEO of MaintStar, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____

Print Name: _____

My commission expires: _____

# CALIFORNIA ACKNOWLEDGMENT

*A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.*

State of ***California*** )

County of ***Orange*** )

On JUNE 21, 2021 before me ***Mehdi Zahedi,*** notary public Personally appeared

ZINOVY R. PORETSKY

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by he/~~she/they~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Mehdi Zahedi
*Mehdi Zahedi, notary public*

MEHDI ZAHEDI
Comm. #2314114
Notary Public · California
Orange County
Comm. Expires Dec 23, 2023

*Notary Seal*

## OPTIONAL

Though the information below is not required by law, it may prove valuable to person(s) relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Title or type of Document: , Standard agreement for specialized professional service between the Village of Palm Springs, Florida & Mainstar, Inc. for Mainstar Land management system Enterprise software.

Document Date JUNE 21, 2021 Number of pages: 19 pgs (including this page)

# ATTACHMENTS TO EXHIBIT A

Features and Capabilities, Project Schedule,
Pricing Summary, Agreement Set

## ATTACHMENT A - REQUIRED FEATURES AND CAPABILITIES

### General Requirements

- System is browser-based (i.e., "cloud based").
- System centralizes and integrates all aspects of the activity lifecycles, from initiation/application through ultimate disposition.
- System provides dynamic screen generation, based on type of case, permit, activity, etc.
- System provides multi-modal screens allowing users to use/access several records or windows at once to support multi-tasking.
- System provides configurable menus and lookup options.
- System auto-populates fields based on previously entered information.
- System provides ability to tab from field to field.
- System provides ability to search on all fields.
- System provides a calendar interface for date fields.
- System provides confirmation prompts prior to deletion, with option to cancel.
- System provides ability to import/attach multiple electronic documents from staff or customers to permits, inspections, plans, activities, cases, parcels, violations, etc.
- System workflow management structure is flexible, expandable, and configurable.
- System workflow features sequential flow, automatically alerting staff or customers to the next task, action, deadline or milestone in the process.
- System workflow provides the flexibility to re-route or reassign tasks, add or delete steps, delay rescheduling of tasks and milestones, or defer a condition to a future date.
- System workflow features flexibility to add activities such that the newly-added activities will auto- generate requisite, associated activities, based on type of activity.
- System workflow features should allow VILLAGE to be able to associate multiple persons with planning tasks, permit processing, inspection assignment, plan review, miscellaneous activities, and cases, in essence generating a running contact/reference list for each stage of the process
- System should allow all staff to easily verify status of required fields and conditions prior to proceeding to next sequential step or activity. In order to complete tasks, users should be able to access or link to task-related information, such as permit applications, digital plans, staff comments, etc.
- System provides integrated, multifunctional GIS capabilities for users, including staff, applicants and the general public.

- System utilizes VILLAGE's GIS system as the basis upon which all subsequent geographic data sets are derived and maintained, avoiding third party mapping systems.

- System maintains a real-time connection to ESRI's ArcServer 10.x and higher versioned geodatabases without reliance on shapefiles.

- System provides parcel history and tracking through spatial queries to create link between "parent" tables and "child" tables in the database schema.

- System provides ability to auto populate fields providing basic information (e.g., ownership, address, parcel number, zoning, etc.) using either a parcel identifier, spatial query, or selection of a GIS feature.

- System provides ability to retrieve system data (e.g., permits, cases, inspections) by selecting parcels, either by point or polygon.

- System provides ability to create custom queries to export development information to nonproprietary formatted tables

- System provides ability to display all development information (e.g. projects, permits, violations) on any geographical area upon demand.

- System provides ability to assign a project/case to a spatial entity other than a parcel. Should have the ability to assign to point and line features, as well as user-defined polygons.

- System provides ability to create custom queries to automatically export all development information to nonproprietary formatted tables.

<u>On Line Requirements</u>

- System allows submission of permit application(s) online.

- System allows existing data in the system (i.e., account information, related projects, owner, company, location, or license information) to pre-populate information into the online application.

- System allows applicants to submit plans and supporting documentation.

- System allows generation of fee estimates by calculating various fee types, including minimum fixed-, basic-, variable-, additive-, multiplicative-, or incremental-fee calculations dependent on various factors, such as base amounts, multipliers, steps, etc.

- Ability to process <u>fee payments through Village provided payment processor.</u>

- Ability to generate a fee history and audit trail, including fee distribution information corresponding to VILLAGE business rules (e.g., general ledger codes, departments, business units, or accounts).

- System provides applicants ability to check status of applications, review comments.
    - System provides applicants ability to request an inspection and preferable time (e.g., a.m. or p.m.).
    - System provides ability to view current fines, fees, liens due.
- System provides ability to request a refund of fees or other payments.
    - System provides ability to report a code violation or submit a complaint.
- System provides ability to request an appeal or variance.
- System provides ability to generate fee estimates and receive online payments, and print receipts and payment history.
- System provides customers with detailed instructions and requirements for applications and submissions.
- System provides customers with save points to avoid lost progress and allows customers to return later to complete applications.

## Mobile Field Access

- System allows designated users to interact with all relevant data and task functions remotely, using a range of mobile devices.
- System allows designated users to access sortable, filterable lists of daily or weekly inspections, including inspection type, and priority, status.
- System allows designated users to access updates to the mobile device, including any changes to an assigned inspection.
- System allows designated users to view results, comments, outcomes of previous inspections, if any.
- System allows designated users to view application, plans, previous inspection records and comments.
- System allows designated users to utilize dynamic checklists for inspection types.
- System allows designated users to upload of photos and videos.
- System allows designated users to initiate re-inspections.
- System allows designated users to initiate enforcement actions, such as stop work orders, violations, etc.
- System allows designated users to reassign inspections from one inspector to another, either by inspector or supervisor action.
    - System allows designated users to digitally capture signatures in the field.

## Standard and Custom Reporting

- System data will be readily available in standardized, integrated report templates.
- System allows VILLAGE to create and save custom reports which, once created, offer the same functionality as standardized reports.
- Standardized or custom reports are exportable into Adobe format and Microsoft Office Suite formats.
- Standardized and custom reports provide standard word processing functionality (e.g., cut and paste, word wrap, and spell check).
- Standardized or custom reports displayed in columnar or grid format are configurable by users (i.e., sorting, grouping, and subtotaling).
- System provide ability to generate notifications using GIS (i.e., notify adjacent properties or properties within a user-defined radius of a selected point, parcel, or polygon).
- System provides ability to utilize auto created dashboards and dynamic charts and graphs or to create same.
- System allows the import of graphics, such as VILLAGE logo or departmental logos, into standardized and customized reports.

## Intake and Processing Module

- System will facilitate project intake via a variety of methods, including online applicant submissions and intake/ entry by VILLAGE staff of over-the-counter submission.
- System will auto-generate a temporary, pre-filing number and assign it to unsubmitted applications to assist with support, if needed, to take the application to formal submission.
- System will auto-generate a unique project I.D. once required project information is provided and application is submitted.
- System will pre-populate information into the online application based on preexisting data in the system (i.e., account information, related projects, owner, company, location, license information).
- System will support the capability to queue the application for review by personnel prior to routing to departments for processing or to reopen a closed or cancelled application.
- System will retrieve pertinent parcel and property-related information, including any existing records on uses, citations, inspections, or reports, based on the location entered on the application.
- System will determine required permits, inspections, clearances, and/or conditions, based on type of application or permit and prompt for required inputs by the applicant.
- System will determine existing permitted use of proposed project site.

- System will generate conditions of approval.
- System allows generation of fee estimates by calculating various fee types, including minimum, fixed, basic, variable, additive, multiplicative, or incremental-fee calculations.
- System will process fee payments through Village provided payment processor.
- System will generate a fee history and audit trail, including fee distribution information corresponding to VILLAGE business rules (e.g., general ledger codes, departments, business units, or accounts).
- System will facilitate manual and condition-based routing of applications, based on pre-defined workflow processes and business rules.
- System will generate a menu of items that are required, such as data, plans, and required studies and reports and related status (i.e., received, incomplete, reviewed, approved, needs revision, or not received).
- System will track key dates, milestones, meetings, etc.
    - System will allow deferred submittal of required items, subject to approval by supervisors.
- System will generate notice(s) to applicants listing required items, either at specified point in the process or on demand by staff.
    - System will process and track appeals, including sending notifications to appropriate parties.
- System will determine if permits are subject to renewal and, if so, auto-generate renewal date and date for pre-expiration noticing.

## Plan Review Module

- System provides ability for applicant to submit plans online in specified dimensions and digital formats (e.g., PDF or CAD) or in person, in either specified digital or paper format, which can then be scanned or uploaded into the system by VILLAGE personnel.
- System provides ability to annotate/markup plans using pre-defined shapes and colors, track all versions of plans submitted for a project, superimpose two drawings to view differences and automatically flag, or otherwise visually indicate any new sheets or changes made.
- System provides ability to markup plans online (tablet/stylus tools and text tools) and save changes to the plans.
- System provides ability to automatically notify applicant of key statuses via electronic notification and for applicant to review plan review information, updates, and status online.
    - System provides ability to load code sets into system (e.g., building, zoning, etc.).
- System will provide interface and integration to BlueBeam Revu plan review for full plan review capabilities with Village supplied BlueBeam Revu licenses.

- System allows migrated application records to complete the permitting process through plan review, permit issuance, and completion (includes recording plan review comments, fee calculation, fee acceptance, permit issuance, inspection, and completion).

- System provides ability to configure plan review workflows based on permit requirements and business rules (e.g., payment of fees) and accommodate simultaneous reviews and identify review dependencies, including:

- Capability to designate project managers and involved reviewers, as well as to define skill sets, plan review type, department, supervisor, etc. for VILLAGE staff and for non-staff, professional reviewers.

- Capability to assign or re-assign plan review to multiple staff disciplines, including non-staff, contracted professional reviewers, assign plan review components accordingly, and to hold, cancel or escalate plans for review.

- Ability for reviewers to view project information related to the plan review, including clearances, conditions, or other relevant information.

- Capability to notify all reviewers that changes have been made by another department (even after the department has approved) because additional review may be necessary and to alert users if a plan review approaches or moves beyond an acceptable measure.

- Ability to create comments and/or conditions, with metadata, from a predetermined list or manually, which shall be locked from modification by the applicant, and to consolidate all comments from reviewers into a plan review report (e.g., comment sheet) exportable to multiple formats.

    - Capability to flag a plan review for supervisor review/approval.

- Capability to automatically trigger a follow-up plan review when a modified plan is submitted by the applicant.

- Capability to allow the Supervisor to revise any comments and conditions that have been made and captured changes in an audit trail.

- Capability to restart the application process at the appropriate step, as determined by the plan reviewer or supervisor, if the requested corrections force the applicant to re-engineer the plans.

- Ability to enable secure, electronic approval stamps/seals for all pages or a specified range of pages of a plan set. The stamps/seals shall be customizable by department, unalterable and unduplicatable, including date, time and author.

- Capability to save approved plans in a file format that prevents any further changes to the plans (e.g., PDF) and to provide the approved plans and review report available for download by the applicant via the online portal.

- Ability to generate sortable and exportable performance metrics, such as prioritization and aging metrics, preferably in a dashboard feature.

## Inspection Module

- System provides inspection module fully integrated with the workflow module to allow for an inspection to be automatically triggered as part of a workflow process. Supervisors or designated staff should have the ability to manually override a list of required inspections.

- System provides fully customizable inspection module, with both the ability to manually assign or reassign inspections and auto-configure inspection scheduling.

- System provides flexible management of multiple inspection types, including, but not limited to, building, electrical, plumbing, signage, encroachment, temporary, and special inspections.
  System provides ability to categorize inspection types by department, division, or section and associate fees with each inspection type.

- System computes inspection scheduling availability based on designated inspector of record, inspector availability, and complexity of inspection.

- System provides ability for inspectors in the field the flexibility to schedule an ad-hoc inspection not on the original inspection list.

- System provides ability to notify an inspector of a change in his or her inspection schedule (e.g., addition, cancellation) and also notify applicant of scheduled inspection via electronic notification.

- System provides ability for inspections to be triggered or halted if dictated by workflow/project status. Likewise, the workflow should halt or advance based on the outcome/status of inspections.

- System provides the ability to track and cross- reference inspection activity and performance across a range of metrics, including by type of inspection and by respective personnel, as well as by date range, geography, outcome and type of project workflow.

- System provides ability for mobile upload of mandatory inspection information (e.g. required fields and checklists).

- System provides ability for mobile entry of standard disposition codes and rejection codes for inspection types.

- System provides ability for mobile entry of standard sets of comments and conditions for an inspection type(s).

- System provides ability for mobile additions of a new inspection, follow-up inspection and/or permit requirement.

  - System provides ability for mobile capture of electronic signature(s).

- System provides ability for mobile, automated notification of inspection outcome to applicant and to appropriate VILLAGE staff/departments.

- System provides ability for mobile close-out, hold or cancel permits based on inspection results.

- System provides ability for mobile printing of inspection documentation (e.g., correction notice, red tag, inspection results, violation notice, etc.).

- System provides inspectors with mobile access to contact information for CONTRACTOR or other responsible party.

- System provides inspectors with mobile access to permit application(s).

    - System provides inspectors with mobile access to permit history, if any.
    - System provides inspectors with mobile access to project plans.
    - System provides inspectors with mobile access to prior inspection(s), outcome(s) and notes.
    - System provides inspectors with mobile access to correction notices, if any.

- System provides inspectors with mobile access to code violations, active and historic.

## ATTACHMENT B - PROJECT SCHEDULE

| Project Phase | Details | Target Completion |
|---|---|---|
| Pre-Project Planning | Assign Responsibilities<br>Define Deliverables | Complete at week 2 |
| Project Kick Off | Team Introductions<br>Mutual Understanding of Project Responsibilities and Goals | Complete at week 3.5 |
| Pre-Production Access and Feedback | Set of Sandbox Environment<br>Initial User Access | Complete at week 5.5 |
| Configuration and Support | Load Standard Datasets<br>Codes, LMS,<br>Licensed Professionals | Complete at week 7.5 |
| Screen/Workflows | Configure Record Types,<br>Screens,<br>Workflows, Activities, Tasks,<br>Menus, User Defined Fields | Complete at week 16 |
| Forms | Forms Development Upload | Complete at week 18 |
| Reports | Reports Development Upload | Complete at week 20 |
| Data Convert + Validate (1) | Data Mapping, Convert,<br>Insert And Validate | Complete at week 21 |
| Data Convert + Validate (2) | Corrected Data Mapping,<br>Convert,<br>Insert and Validate | Complete at week 23 |
| User Training | On Site Training | Complete at week 25 |
| Live Cut-Over Plan | Cut Over Planning | Complete at week 26.5 |
| Final Data Convert Push to Production | Final Data Convert, Validate, Push to Production | Complete at week 28.5 |
| Cut Over | Cut Over | Complete at week 30 |
| Go Live On Site Support | On Site Support after Cut-Over | Complete at week 31 |

## ATTACHMENT C - PRICING SUMMARY

| Software Licensing | |
|---|---|
| Perpetual Enterprise License<br>Unlimited Admin, Supervisor and Internal User Count and Access. 1 TByte Storage<br>• Permitting<br>• Planning & Zoning<br>• Business Licensing<br>• Public Web Portal - Citizen Request | $ 45,000.00 |
| Total Software Licensing | **$ 45,000.00** |

| System Implementation | |
|---|---|
| Project Management | $ 15,000.00 |
| Data Conversion | $ 20,000.00 |
| Total Implementation Services | **$ 35,000.00** |

| System Interfacing/Integration | |
|---|---|
| | |
| Tyler Financial<br>Tyler Fees or Licensing Excluded | $ 15,000.00 |
| Credit Card Processing | $ 4,500.00 |
| Total Integration Services | **$ 19,500.00** |

| System Training Services | |
|---|---|
| 5 Days On Line Training (minimum 4 hours per session) | $ 7,500.00 |
| Total Training Services | **$ 7,500.00** |

| Total Base Licensing and Up Front Services | |
|---|---|
| Total One Time Fees | **$ 107,000.00** |

| Optional Services - Fixed Price | |
|---|---|
| 5 Days On Line Follow Up Training | $ 7,500.00 |
| 5 Days On Site Implementation and Cut Over Assistance | $ 14,500,00 |
| Electronic Plan Review Integration<br>Customer Supplies Plan Review Software Licenses | $ 15,000.00 |

| Annual Contractor Hosting and Maintenance Fees | |
|---|---|
| Single Annual Hosting and Service Support Fee | $ 26,500.00 |
| Subsequent years will NOT increase more than per year. | 3.5 % |

| Contractor Payment Milestones | |
|---|---|
| Contract Signing and Project Commencement<br>Software Licensing Paid in Full | $ 45,000.00 |
| Project Completion of Implementation and Training Services aqnd Customer Acceptance<br>Implementation, Interfaces and Training Serives Paid in Full | $ 62,000.00 |
| Contractor Hosting and Maintenance Fees<br>Due each annual anniversary of System Hosting and Support Services<br>A maximum annual increase will NOT exceed 3.5%. | $ 26,500.00 |

Contractor Support Hourly Rates Schedule - For Reference Only

| MaintStar Services | |
|---|---|
| Project Management | $ 250.00 hour |
| Project Planning/Requirements | $ 150.00 hour |
| Interface Design | $ 150.00 hour |
| Data Migration and Conversion | $ 150.00 hour |
| Testing and Acceptance | $ 130.00 hour |
| Post-Production Support | $ 130.00 hour |
| Travel and Expenses | N.S.P. |
| On Site Implementation Assistance (40 Hours Minimum) | $ 250.00 hour/$ 2000.00 Per Day |
| On Site Go-Live Assistance (40 Hours Minimum) | $ 250.00 hour/$ 2000.00 Per Day |
| Software Development Services (Per Man Hour) | $ 200.00 hour |

# ATTACHMENT D - LICENSING AGREEMENT

1. Parties

This Licensing Agreement ("LA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This LA, in conjunction with the Hosting Agreement ("HA") and Maintenance Agreement ("MA") shall be collectively referred to as "Agreement Set."

| MAINTSTAR | CUSTOMER |
|---|---|
| MaintStar, Inc. | Village of Palm Springs |
| 28 Hammond, Unit D | 226 Cypress Lane |
| Irvine, California 92618 | Palm Springs, FL 33461-1699 |
| Attention: Contacts | Attention: Richard J. Reade |
| T: 949-458-7560 | T: 561-965-4011 |
| F: 949.458.7626 | F: |
| EMAIL: sales@maintstar.com | EMAIL: rreade@vpsfl.org |

2. Term and Termination

2.1 Term Provided that Customer signs and returns this LA to MaintStar no later than July 30, 2021 this LA is effective as of the date of Customer's signature ("Effective Date") and will continue until terminated as provided herein.

2.2 Termination Either party may terminate if the other party materially breaches this LA and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Upon any termination or expiration of this LA, all rights granted to Customer are cancelled and revert to MaintStar.

3. Intellectual Property License

3.1 License The software products ("Software") listed in Exhibit A, Scope of Services, are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in the Software and grants to Customer a limited, nonexclusive, nontransferable license to use the Software, subject to the following terms and conditions:

3.1.1 The Software is provided for use only by Customer employees or third party users designated by the Customer.

3.1.2 The Software is licensed for unlimited Customer users. The Software is deemed to be in use when it is loaded into memory in a computer, regardless of whether a user is actively working with the Software.

3.1.3 Customer may copy MaintStar's documentation only for internal use by Customer's employees.

3.1.4 Customer may not make any form of derivative work from the Software, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques licensed to Customer by MaintStar

3.1.5 Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices.

3.1.6 Customer may use the Software only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, sublicense, lend, or share any of its rights under this LA.

3.1.7 Customer is not entitled to receive source code for the Software except pursuant to an Intellectual Property Escrow Agreement, which may be executed separately by the Parties. Customer may not decompile or reverse-engineer the Software.

3.1.8 All rights not expressly granted to Customer are retained by MaintStar.

3.2 License Warranties

3.2.1 MaintStar warrants that it has full power and authority to grant this license and that, as of the effective date of this LA, the Software does not infringe on any existing intellectual property rights of any third party. If a third party claims that the Software does infringe, MaintStar may, at its sole option, secure for Customer the right to continue using the Software or modify the Software so that it does not infringe. MaintStar will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

3.2.2 MaintStar has no obligation for any claim based upon a modified version of the Software or the combination or operation of the Software with any product, data, or apparatus not provided by MaintStar. MaintStar provides no warranty whatsoever for any third-party hardware or software products.

3.2.3 Except as expressly set forth herein, MaintStar disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

3.2.4 MaintStar warrants third party software included as part of this agreement to be supported with the same warranty as MaintStar.

3.3 Compensation

3.3.1 License Fees In exchange for the Software described herein above, Customer will pay to MaintStar the amounts indicated in Exhibit A, Scope of Services, Attachment C, Pricing Summary, under the section entitled Annual Maintenance/Licensing – Required Software.

3.3.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be invoiced for the amounts described in Section 3.3.1, Year 1, on the date the Customer provides MaintStar with written acceptance of the Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. Amounts described in Section 3.3.1, Years 2-5, shall be invoiced on the succeeding anniversary dates of Customer's written acceptance of Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

4. Confidentiality

4.1 Definitions "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either MaintStar or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be

Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section:

a) information which is in Recipient's possession prior to disclosure by Disclosing Party;

b) information which is available to Recipient from a third party without violation of this LA or Disclosing Party's intellectual property rights;

c) information disclosed pursuant to Subsection 4.4 below;

d) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party;

e) information which is subpoenaed by governmental or judicial authority; and

f) information subject to disclosure pursuant to a state's public records laws.

4.2 Confidentiality Terms The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this LA ("Confidentiality Term").

4.3 Confidentiality Obligations During the Confidentiality Term, Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to- know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

4.4 Public Disclosure During the term of this LA, including the term of any amendment hereto, MaintStar may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the MaintStar product(s) and services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on MaintStar web sites, or use in other marketing activities, but will not include non- public information or indicate Customer's express endorsement of MaintStar's products or services without Customer's prior written authorization.

5. Other Terms and Conditions

5.1 Dispute Resolution MaintStar provides no warranty whatsoever for any third-party hardware or software products. Third-party applications which utilize or rely upon the Application Services may be adversely affected by remedial or other actions performed pursuant to this HA; MaintStar bears no liability for and has no obligation to remedy such effects. Except as set forth herein, MaintStar provides all Hosting Services "as is" without express or implied warranty of any kind regarding the character, function, capabilities, or appropriateness of such services or deliverables. To the extent not offset by its insurance coverage and to the maximum extent permitted by applicable laws, in no event will MaintStar's cumulative liability for any general, incidental, special, compensatory, or punitive damages whatsoever suffered by Customer or any other person or entity exceed the fees paid to MaintStar by Customer during the twelve (12) calendar months immediately preceding the circumstances which give rise to such claim(s) of liability, even if MaintStar or its agents have been advised of the possibility of such damages.

5.2 Force Majeure If either party is delayed in its performance of any obligation under this MA due to causes or effects beyond its control, that party will give timely notice to the other party and will act in good faith to resume performance as soon as practicable.

5.3 Dispute Resolution This LA is governed by the laws of the State of California. Any controversy or claim arising out of or relating to this LA, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The place of arbitration will be San Diego County, California. Either party may apply to the arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this LA, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, excluding reasonable attorneys' fees, and costs. The failure of either party to object to a breach of this LA will not prevent that party from thereafter objecting to that breach or any other breach of this LA.

5.4 Assignment MaintStar may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets. MaintStar may subcontract with qualified third parties to provide portions of the Maintenance Services described herein above.

5.5 Survival The following provisions will survive the termination or expiration of this LA: Section 3.3 and all subsections thereof, as to Customer's obligation to pay any fees accrued or due at the time of termination or expiration; Section 4 and all subsections thereof; and Section 5, and all subsections thereof.

5.6 Alternate Terms Disclaimed The parties expressly disclaim any alternate terms and conditions accompanying drafts and/or purchase orders issued by Customer.

7.7 Severability and Amendment If any particular provision of this LA is determined to be invalid or unenforceable, that determination will not affect the other provisions of this LA, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this LA will be effective unless it is described in writing and signed by the Parties.

**AGREED AND ACCEPTED:**

**MaintStar ("MaintStar")**

By: _____

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: _____

Printed: Eric Sabeb

Date: 6/21/21

**Customer ("The Customer")**

By: _____

Printed: _____

Date: _____

# ATTACHMENT E - HOSTING AGREEMENT

1. Parties

This Hosting Agreement ("HA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This HA in conjunction with the Licensing Agreement ("LA") and Maintenance Agreement ("MA") shall be collectively referred to as "Agreement Set". The parties to this HA are as follows:

| MAINTSTAR | CUSTOMER |
|---|---|
| MaintStar, Inc. | Village of Palm Springs |
| 28 Hammond, Unit D | 226 Cypress Lane |
| Irvine, California 92618 | Palm Springs, FL 33461-1699 |
| Attention: Contacts | Attention: Richard J. Reade |
| T: 949-458-7560 | T: 561-965-4011 |
| F: 949.458.7626 | F: |
| EMAIL: sales@maintstar.com | EMAIL: rreade@vpsfl.org |

2. Term and Termination

2.1 Term Term and Termination are defined in Section 2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

3. Hosting Services

3.1 Scope of Hosting Services MaintStar will provide hosting services for the MaintStar Land Management System (LMS) Enterprise Software. The annual cost for hosting is detailed in Attachment C of the Scope of Services document.

a) **MaintStar LMS Hosted Application** with designated Sandbox and Production environments synchronized, as per Customer directions.

a) **MaintStar LMS Citizen Access Application** for citizen on line applications, document/plans uploads, fee payments, inspection requests and application status information.

3.2 System Administration and Security The Hosted Applications will be hosted by MaintStar on MaintStar-owned equipment at a physically-secure commercial third-party hosting facility. MaintStar will perform system administration duties as required to maintain the service levels described below and to facilitate timely restoration of Customer's data and operations, if necessary, following unanticipated interruptions of the Hosted Applications. MaintStar will implement suitable network security measures to minimize the likelihood of unanticipated interruptions of the Hosted Applications.

3.3 MaintStar will endeavor to provide Customer with no less than twenty- four (24) hours' notice prior to Hosted Applications unavailability due to planned maintenance (other than during MaintStar's standard maintenance window between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday Pacific time); MaintStar will endeavor to provide as much notice as is practicable under the circumstances for updates and fixes which much be applied on a more urgent basis. MaintStar will provide five (5) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature. Excluding the foregoing events, MaintStar warrants that the Hosted Applications will be generally-available no less than ninety-nine point nine percent (99.9%) of each calendar month. For each calendar month during which the availability of the Hosted Applications does not achieve the established standard, MaintStar will provide a credit to Customer's account as liquidated damages calculated pursuant to Subsection 3.5 below, provided that the substandard availability is identified by Customer in writing or by e-mail to MaintStar and can be objectively verified. Credits accumulated pursuant to this Section may be applied to additional MaintStar products and/or services, but will not be refunded to Customer.

3.4 Warranty MaintStar will commence and complete the obligations described in this HA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation and availability of the Hosted Applications does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve operational issues. When an operational issue cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of hosting fees paid to MaintStar for the defective or non-conforming software products amongst the Hosted Applications during the twelve (12) calendar months immediately preceding the occurrence of the unresolved operational issue.

3.5 System Availability and Performance The performance requirements for the hosted system, excluding planned maintenance downtime, are set forth below. Uptime is calculated on a calendar month basis as U=O/(M-P)*100, where U is Uptime as used in the table below, O is the amount of operational uptime for the hosted system during a given calendar month, M is the number of minutes in said calendar month, and P is the number of minutes of planned downtime during said calendar month.

| Uptime | Credit |
|---|---|
| Greater than or equal to 99.9% | None |
| Less than 99.9% but greater than or equal to | 5% of pro-rated monthly hosting |
| Less than 99.0% but greater than or equal to | 10% of pro-rated monthly hosting |
| Less than 95.0% | 15% of pro-rated monthly hosting |

4. Customer Property

Customer warrants that it exclusively owns its data and that it has both the right and the authority to provide such data to MaintStar. Customer retains full ownership of its data and grants to MaintStar a limited, nonexclusive, nontransferable license to use said data only to perform MaintStar's obligations in accordance with the terms and conditions of this HA. Throughout the term of this HA, upon the request of Customer, and at no cost to Customer, MaintStar will provide Customer with:

a) One (1) copy of Customer's data in an SQL database file, provided not more than once within the period of each annual term.

b) One (1) copy of Customer's data in an SQL database file, provided within thirty (30) days of termination of agreement(s) between the Parties.

Within thirty (30) calendar days following termination or expiration of this HA, Customer may request that MaintStar provide a complete copy of Customer's data, as such may be updated or modified by Customer's use of the Hosted Applications, to Customer in a machine-readable format. MaintStar will comply in a timely manner with such request, provided that Customer a) pays all costs of and associated with such copying, as calculated at MaintStar's then-current time-and- materials rates; and b) pays all unpaid amounts due to MaintStar. If Customer elects to transition to another hosting option, including self-hosting or hosting by third parties, MaintStar will assist Customer during such transition to ensure uninterrupted access to Customer's data and the Hosted Applications, provided that Customer pays all costs of and associated with such services, as calculated at then current hosting and/or time-and-materials rates, as applicable.

5. Compensation

5.1 Hosting Fee In exchange for the Hosting Services described herein above, Customer will pay to MaintStar amounts indicated in Exhibit A, Scope of Services, Attachment C, Pricing Summary, under the section entitled Annual Maintenance/Licensing – Required Software.

5.2 Payment Terms Amounts are quoted in United States dollars and do not include applicable taxes, if any. Customer will be invoiced for the amounts described in Section 5.1, Year 1, on the date the Customer provides MaintStar with written acceptance of the Land Management System Enterprise Software implementation and notification to activate the software for internal use and public access through the Customer's website. Amounts described in Section 5.1, Years 2-5, shall be invoiced on the succeeding anniversary dates of Customer's written acceptance of Land Management System Enterprise

Software implementation and notification to activate the software for internal use and public access through the Customer's website. The payment terms of all invoices are net thirty (30) calendar days from the dates of the invoices. MaintStar may, at its sole discretion, suspend its obligations hereunder without penalty until payments for all past-due billings have been paid in full by Customer.

6. Confidentiality

6.1 Definitions Confidentiality is defined in Section 4 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7. Other Terms and Conditions

7.1 Limitation of Liability Limitation of Liability is defined in the Section 5.1 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7.2 Force Majeure Force Majeure is defined in Section 5.2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7.3 Dispute Resolution Dispute Resolution is defined in Section 5.3 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7.4 Assignment Assignment is defined in Section 5.4 of Attachment D, Licensing Agreement, of this entire Agreement Set

7.5 Survival Survival is defined in Section 5.5 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7.6 Alternate Terms Disclaimed Alternate Terms Disclaimed is defined in Section 5.6 of Attachment D, Licensing Agreement, of this entire Agreement Set.

7.7 Severability and Amendment Severability and Amendment are defined in Section 5.7 of Attachment D, Licensing Agreement, of this entire Agreement Set.

**AGREED AND ACCEPTED:**

**MaintStar ("MaintStar")**

By: _____

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: _____

Printed: Eric Scott

Date: 6/21/21

**Customer ("The Customer")**

By: _____

Printed: _____

Date: _____

# ATTACHMENT F - MAINTENANCE AGREEMENT

1. Parties

This Maintenance Agreement ("MA") is intended for the exclusive benefit of the Parties; nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties. This MA, in conjunction with the Licensing Agreement ("LA") and Hosting Agreement ("HA"), shall be collectively referred to as "Agreement Set". The parties to this MA are as follows:

| MAINTSTAR | CUSTOMER |
|---|---|
| MaintStar, Inc. | Village of Palm Springs |
| 28 Hammond, Unit D | 226 Cypress Lane |
| Irvine, California 92618 | Palm Springs, FL 33461-1699 |
| Attention: Contacts | Attention: Richard J. Reade |
| T: 949-458-7560 | T: 561-965-4011 |
| F: 949.458.7626 | F: |
| EMAIL: sales@maintstar.com | EMAIL: rreade@vpsfl.org |

2. Term and Termination

2.1 Term Term and Termination are defined in Section 2 of Attachment D, Licensing Agreement, for this entire Agreement Set.

3. Scope of Maintenance

3.1 Maintenance Services

3.2 Services Provided MaintStar will provide as part of the ongoing annual support: (1) Full System Support including version upgrades, and (2) customer interface updates/upgrades, including, GIS, Email/MS Exchange, Credit Card Processing and Financial Systems Integration. This annual support will additionally include (3) any updates to Forms, Reports, Customer Logos/Graphics as well as Custom Designed User Interface Screens.

3.1.1 Telephone Support MaintStar will provides Customer with a toll free telephone number (800-255-5675), to contact MaintStar Customer Support, MaintStar's live technical support facility, which is available from 6:00 a.m. until 3:00 p.m., Pacific Standard Time, Monday through Friday, excluding MaintStar's observed holidays (listed below):

1. New Years Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day after Thanksgiving
7. Christmas Day

3.1.3 Email Support MaintStar will provide Customer with one or more electronic mail addresses to which Customer may submit routine or non-critical support requests, which MaintStar will address during its regular business hours.

3.1.4 Online Support MaintStar will provide Customer with access to archived software updates and other technical information in MaintStar's online support databases, which are continuously available.

3.1.5 Remote Support When required to properly resolve a maintenance request, MaintStar will provide remote assistance to Customer via a web conferencing environment or another mutually- acceptable remote communications method.

3.1.6 Onsite Support If Customer does not wish for MaintStar to resolve its maintenance requests remotely, MaintStar will provide on-site assistance to Customer at MaintStar's then-current time-and- materials rates. In addition to these charges, Customer will compensate MaintStar for associated airfare, lodging, rental transportation, meals, and other incidental expenses as such expenses accrue.

3.1.7 Software Updates MaintStar will provide revisions of and enhancements to maintained software products to Customer as such updates are generally-released by MaintStar. Once a new software version (update) is approved for use by Customer, MaintStar will deploy it in test and production environments.

3.2 Maintenance Limitations

3.2.1 Limitations The following are not covered by this MA, but may be separately available at rates and on terms which may vary from those described herein:

a) Services required due to misuse of the MaintStar-maintained software products;

b) Services required due to software corrections, customizations, or modifications not developed or authorized by MaintStar;

c) Services required by Customer to be performed by MaintStar outside of MaintStar's usual working hours;

d) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by MaintStar;

e) MaintStar will provide ongoing support of interfaces supplied under this contract. Changes that are a result of a decision of replacement of software interfaced to by the VILLAGE may be subject to an additional support charge. These would be mutually discussed and approved by the customer prior to said replacement or change of the product interfaced to.

f) Services required to resolve or work-around conditions which cannot be reproduced in MaintStar's support environment;

g) Services which relate to tasks other than maintenance of Customer's existing implementation and configuration of the MaintStar-maintained software products including, but not necessarily limited to, enhancing or adapting such products for specific operating environments;

h) Services requested by Customer to implement software updates provided by MaintStar pursuant to this MA; and

i) New or additional applications, modules, or functionality released by MaintStar during the term of this MA.

3.2.2 Legacy Releases MaintStar will provide maintenance support for the current release of each of its maintained software applications and for the release immediately preceding such current release.
All other releases are deemed to be "Legacy Releases". MaintStar will respond to maintenance requests concerning Legacy Releases only using currently-available information. Services requiring additional research, engineering-level support, or coding or programming by MaintStar will not be provided pursuant to this MA, but may be separately available at rates and on terms which may vary from those described herein.

3.3 Warranty

MaintStar will commence and complete the maintenance obligations described in this MA in a good and workmanlike manner, consistent with the practices and standards of care generally-accepted within and expected of MaintStar's industry, to ensure that the operation of the maintained software products does not materially differ from documented specifications. MaintStar may make repeated efforts within a reasonable time period to resolve maintenance requests. When a maintenance request cannot be resolved, Customer's exclusive remedy will be damages in an amount equal to the total of maintenance fees paid to MaintStar for the defective or non-conforming software products for the twelve (12) calendar months immediately preceding Customer's maintenance request.

4. Confidentiality

4.1 Definitions Confidentiality is defined in Section 4 of Attachment D, Licensing Agreement, for this entire Agreement Set.

5. Other Terms and Conditions

5.1 Customer Obligations MaintStar is providing the system as a Software-as-a-Service (SaaS) solution, with test and production environments. Customer's obligation will be restricted to respond to requests for approvals of software updates or versioning changes of third party software (Operating System or System Level Software) when requested by MaintStar.

5.2 Proprietary Rights The remedial methods, software updates, and product information provided to Customer pursuant to this MA are protected under the laws of the United States and the individual states and by international treaty provisions. MaintStar retains full ownership in such items and grants to Customer a limited, nonexclusive, nontransferable license to use the items, subject to the terms and conditions of this MA and other agreements between MaintStar and Customer.

5.3 Limitation of Liability Limitation of Liability is defined in the Section 5.1 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.4 Force Majeure Force Majeure is defined in Section 5.2 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.5 Dispute Resolution Dispute Resolution is defined in Section 5.3 of Attachment D, Licensing Agreement, of this entire Agreement Set

5.6 Assignment Assignment is defined in Section 5.4 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.7 Survival Survival is defined in Section 5.5 of Attachment D, Licensing Agreement, of this entire Agreement Set.

5.8 Alternate Terms Disclaimed Alternate Terms Disclaimed is defined in Section 5.6 of Attachment D, Licensing Agreement, of this entire Agreement Set

5.9 Severability and Amendment Severability and Amendment are defined in Section 5.7 of Attachment D, Licensing Agreement, of this entire Agreement Set.

**AGREED AND ACCEPTED:**

**MaintStar ("MaintStar")**

By: _____

Printed: Dimitry Poretsky, CEO

Date: 06/21/2021

Witnessed By: _____

Printed: Eric Sobota

Date: 6/21/21

**Customer ("The Customer")**

By: _____

Printed: _____

Date: _____

MAINTSTAR

# Quote

28 Hammond Unit D
Irvine, CA 92618
eric@maintstar.com
(800) 255-5675

Date: Mat 17th 2021
Quote# 30001
Expiration Dat 120 Days

To: Village of Palm Springs
Kim Glas-Castro
3141 Ridge Rd
(561) 965-4016
Village of Palm Springs, FL
kglas-castro@vpsfl.org

| Salesperson | Job | | | | Payment Term | Due Date |
|---|---|---|---|---|---|---|
| Eric | | | | | Due on receipt | |

| Qty | Item # | Description | Unit Price | Discount | Line Total |
|---|---|---|---|---|---|
| | | **MaintStar LMS Software Suite:** | | | |
| 1.00 | One Time | Software License (Paid up front) | $45,000 | | |
| | | Data Conversion | $20,000 | | |
| | | Project Management | $15,000 | | |
| | | **Subtotal** | | | $80,000 |
| 1.00 | One Time | **Interfaces** | | | |
| | | Financial (Tyler- license excluded) | $15,000 | | |
| | | Credit Card Processing | $4,500 | | |
| | | **Subtotal** | | | $19,500 |
| | | | | | |
| 1.00 | | **5 Days Online Training (min 4 hr per)** | $7,500 | | $7,500 |
| | | | | | |
| 1.00 | Annual | **Annual Hosting & Support Fee*** | $26,500 | | $26,500 |
| | | *CPI 3.5% | | | |
| 1.00 | Optional | **Eplan Interface (license excluded)** | $15,000 | | |
| | | | | | |
| 1.00 | Optional | **5 Days Onsite Implementation** | $14,500 | | |
| 1.00 | Optional | **5 Days Online Follow up training** | $7,500 | | |
| | | | | | |
| | | | Total Discount | | |
| | | | | Subtotal | $ 133,500.00 |
| | | | | Sales Tax | |
| | | | | Total | **$ 133,500.00** |

Quotation prepared by: _____

This is a quotation on the goods named, subject to the conditions noted below:
(Describe any conditions pertaining to these prices and any additional terms of the agreement.
You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

**Thank you for your business!**

## MaintStar Land Management Software Suite:

These are the modules that you will receive with your quoted package.

- Building module
- License module- custom forms/templates/report- no extra charge
- Planning & Zoning module
- Inspection module
- Customer portal- up to 100 hours included, free of charge. Any additional time @ $155/hr
- Unlimited users- no extra license charge

Per the attached quote, the ($45,000) charge for software is due upfront and the remaining balances (data conversion, project management, interfaces) are all due upon completion of tasks. Hosting/Support isn't due until system goes "live."

All municipal codes to be provided in electronic format and will be imported by MaintStar as is.

## MaintStar Project Management Overview

The project manager for the implementation of the MaintStar LMS system will be performing the following tasks:

- Be the first point of contact with the client teams
- Coordinating and manage all meetings between MaintStar staff and client staff
- Defining and maintain the project tasks needed for the implementation plan and providing updated task lists to all project teams
- Write up and manage all issues raised in relation to the project
- Managing the internal implementation teams working on the client's project
- Creating any documentation needed to clarify issues for the project teams
- Verify all aspects of the system meets the manager's understanding of discussions on project requirements
- Provide periodic status reporting to the client's project team to ensure everyone knows the current state of the project
- Review all completed tasks from the implementation team to ensure the solution meets the defined need of the issue
- Manage the resolution of any issues received from the client in relation to the project's timeline, functionality, costing, or implementation

## Financial System Interface

The Financial System Interface with the MaintStar LMS system typically takes one of two different methods, depending on the interfacing capabilities of the target finance system. The following sections describe each of these methods and the requirements needed by your organization to facilitate the interface:

### Textual Batch Interface

The textual file interface uses a defined format for GL transaction data that can be exported from the MaintStar system by an authorized user and then imported as a batch import into the target finance system. Not all vendors have a direct programmatic interface that can used to directly push transactions to the finance system, so this method provides for doing a manual import of transactions for systems that have import functionality.

The MaintStar operation used to create the batch file includes a standard option on the Financial menu that will generate a text file using a report that has been configured to meet the export format needed by the finance system.

The jurisdiction will need to provide all the details on the required format of the export text file in order to define the report that generates the export. Finance staff will need to be available for interactive testing of the export/import procedure during implementation to ensure that the export matches the specifications of the finance system's import process.

### API Interface (Application Programming Interface)

An API interface uses an API library/tool provided by the finance system vendor that allows third parties to directly post transactions into the finance system with a vendor approved and supplied methodology. The API typically requires licensing from the finance system vendor and any cost for the licensing is the responsibility of the jurisdiction.

The jurisdiction will need to provide all documentation from the finance system vendor needed to utilize the interface and a test finance system for testing the import to the finance interface. It is not advisable to test importing into the production system as the transaction sent to the finance system would have to be reversed after each test.

The interface is typically manually activated from the Financial menus in MaintStar with start and end dates. Other options can be configured if needed for activation of the push of transactions to the finance system if required.

## Credit Card Processing Interfaces

The Credit Card Processing interface typically implemented with MaintStar will utilize the processing vendor's servers to actually enter the customer's card information. This is accomplished by opening a window to the vendor's payment entry processing web page where the customer enters their payment information to pay the transaction sent to the processing vendor. This ensures that all the customers credit card information is actually entered on the processing vendor's system and not the MaintStar server in any way.

This method eliminates the need for PCI certification of any MaintStar or jurisdiction system that is in anyway linked to the LMS system. It is highly recommended to follow this structure as PCI certification is an expensive and time-consuming process with regular auditing of compliance in all aspects of any linked systems.

Once the customer enters the payment information on the processing vendor's system and the payment is processed, the payment summary information is sent the MaintStar system for updating the records related to the payment.

The requirements for setting up the interface to and from the processing vendor's system varies greatly with each vendor. If the vendor selected is not a vendor that MaintStar has already gone thru the interfacing process with, the details to interface with the processing vendor will need to be provided and include technical contacts at the processing vendor.

## Data Conversion

The procedure for converted a jurisdictions legacy data follows a standard set of steps to ensure the proper conversion of the data into the MaintStar tables. The following sections outline the normal steps used for a data conversion:

- Database Copy - Provide a copy of the full database(s) that are to be converted to the MaintStar implementation team. This is needed as most systems use related data tables and the entire database(s) is typically needed to actual determine the data relationships needed to convert the legacy information.
- Data Mapping – After the screens are defined in the LMS system, the fields from the legacy database (or screens) will be mapped to the new LMS screen fields in an Excel spreadsheet. This allows for review of the matched screen/database elements prior to creating the scripting needed to pull the data from the legacy database(s) into our data migration tables.
- Populate Migration Tables – All data that is to be converted is pulled from the jurisdictions database(s) into a standard set of tables that will be sent to the data conversion team for loading into the LMS database. These tables will be reviewed with your team to ensure that the data mapping and extraction encompass the proper fields before sending the data for loading into LMS.
- Test LMS Load – The data in the migration tables is loaded into the sandbox database so it can be viewed in the LMS application and compared by jurisdiction staff with the existing system to ensure all data has been migrated and placed into the proper fields/tables in LMS.
- Production Migration – Just prior to go-live, the legacy system will be taken offline so the final production database can be exported to the migration tables and sent for final LMS load.
- Production LMS Load – As soon as the production migration tables are received by the data conversion team a full load of the data will be done into the production LMS system and the data will then go-live as the new production LMS system.
- Required in MS Word document. The data for historical conversion to be submitted as a single source in MaintStar required format.
- If data cleanup is required it will be @ $155/hr.
- MaintStar will provide two rounds of data conversion per this agreement. Any additional is @ $155/hr.

MAINTSTAR
the *ultimate* civic smart software



LAND MANAGEMENT SYSTEM

# LAND MANAGEMENT

# PERMITTING

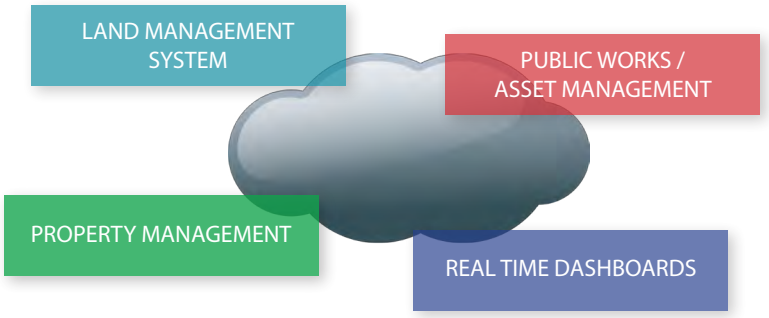
# CODE ENFORCEMENT

# INSPECTIONS

INTEGRATION
MOBILITY
CONSUMER PORTAL
DASHBOARDS

## Customer Driven Products

At MaintStar, we believe in customer driven solutions. Working closely with you, our customer, we strive to create the most innovative and functional software products to meet your requirements. While evaluating our products, you will discover many MaintStar features have been developed from customer requests. For example, MaintStar developed a true double entry financial transactions journal per customer specifications.




## MaintStar Cloud Based Civic Software Suite

Maintstar offers Land Management (LMS), Public Works / Asset Management (CMMS) and Property Management (PS) Systems with seamless integration. These systems can be purchased individually or as a Civic Software Suite. Information from each of these products can be accessed through Key Performance Indicators (KPI) Management Dashboard. Unlike our competitors, all of these products are developed in-house by Maintstar with single source support.

*The ultimate civic software solution.*

## Easy to Use - Citizen Engagement

The guiding principal at Maintstar is ***ease of use***. Over 30% of Research and Development at MaintStar is dedicated to ease of use. In addition to accuracy and reliability, the success of any software application is based on:

- Ability for internal and external users to easily use all features and functions.
- Easy to use design, with consistent methods and operations throughout the application.
- Fast learning curve - once a user generates a permit, licensing follows the same process.
- Wizard Driven Input simplifies navigation and the application process.

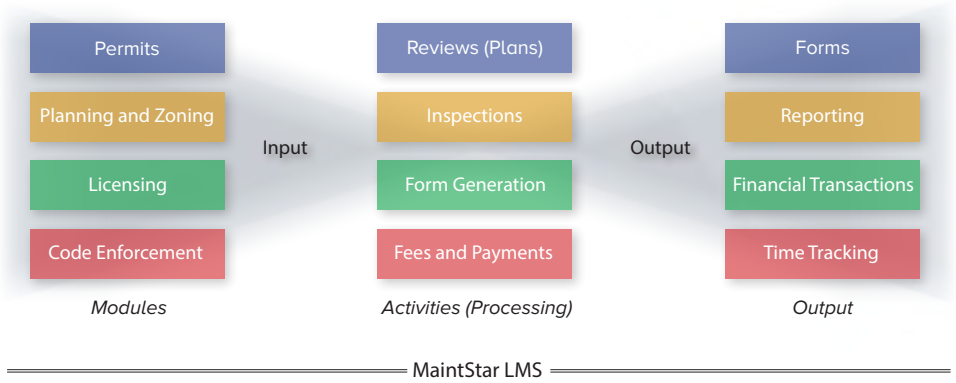
## Best Return on Investment

With MaintStar, we develop 100% of our product without reliance on third party licensing agreements or costly company acquisitions. Consequent cost savings to the customer:

- Smoother deployments by direct sales and support - you work with Maintstar start to finish
- Reducing support costs by eliminating third parties.
- Seamless integration between modules (dashboards, reports, forms and automation) streamlined process.
- 100% reliable upgrades - *all* modules are design by Maintstar engineers.

## What is MaintStar Land Management System ?

MaintStar LMS allows full electronic processing of Land Management and Community Development activities. It is a modular design that can be deployed in phases. From intake to output, MaintStar LMS Software tracks all cases and informs all parties. MaintStar interfaces with your in-house operations such as accounting, tax assessment, public works and utilities. Our powerful workflow engine fully automates complex tasks. MaintStar is your "*all in one*" tool to streamline your building, planning and development services.

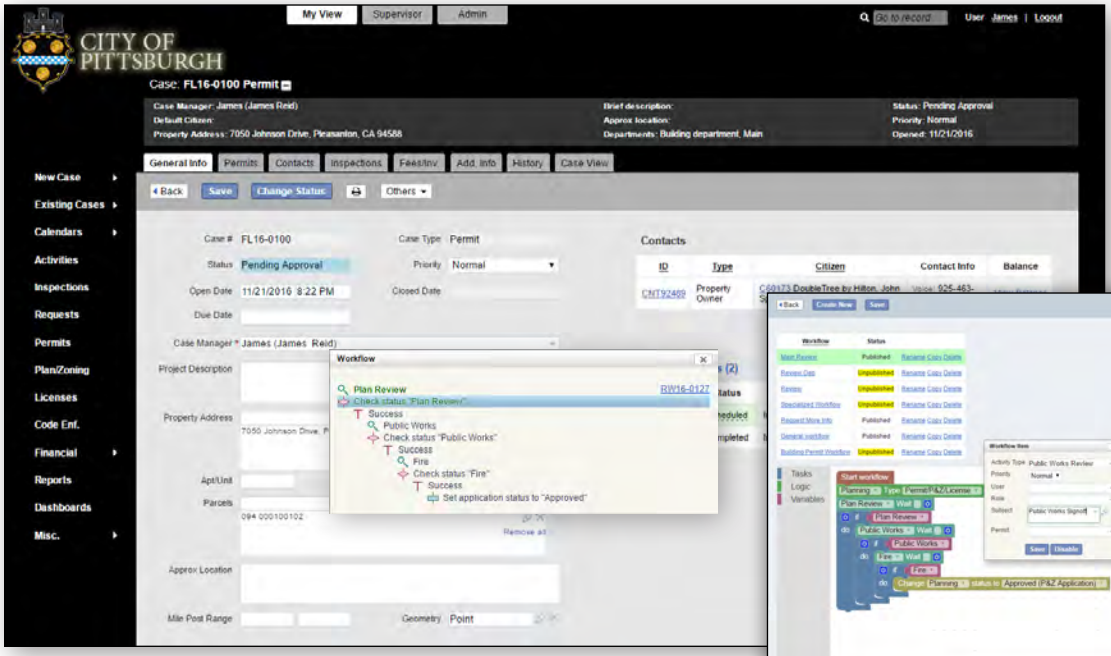



*With MaintStar LMS, intake, processing and output is easy to track, process and monitor.*

## Customizing Your MaintStar LMS

These customizations can be performed easily by your own staff, without any specialized training.

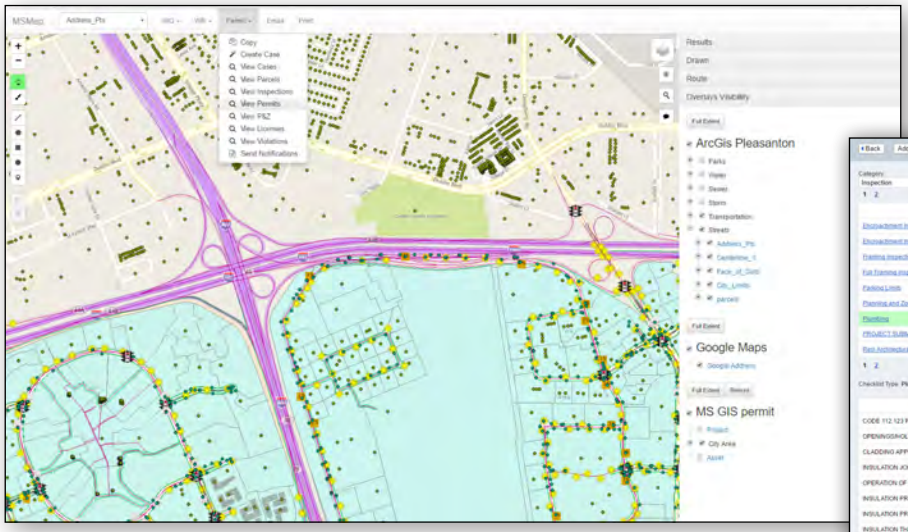
- **User Defined Fields (UDF's)** - Allows your agency to capture and track your unique data elements.
- **Custom Checklists and Dropdowns** - Pick selections and checklists specific to your agency needs.
- **Logo Library** - Insert your agency logo on screens, forms and reports, from your own library.
- **Custom Workspace** - Customize menus, screen layouts, appearance, colors, and entry requirements.
- **Workflow Designer** - Create custom workflows with manual overrides.



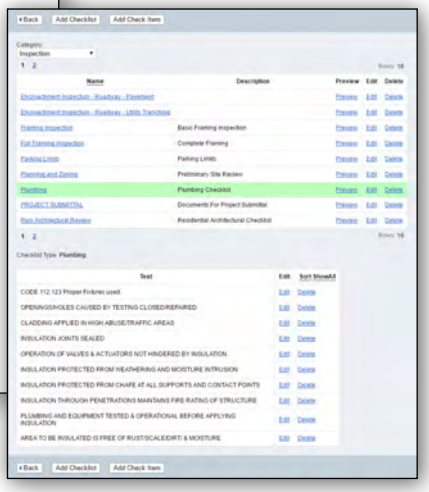

*Custom Workspace*



*Workflow Designer*




*MaintStar GIS Viewer - Integrated with Land Management and Public Works Systems*



*Checklists Editor*

# MaintStar LMS Fits Right In

## Engineered By MaintStar - Your Customized Software

MaintStar LMS becomes *your* custom community and land management system.

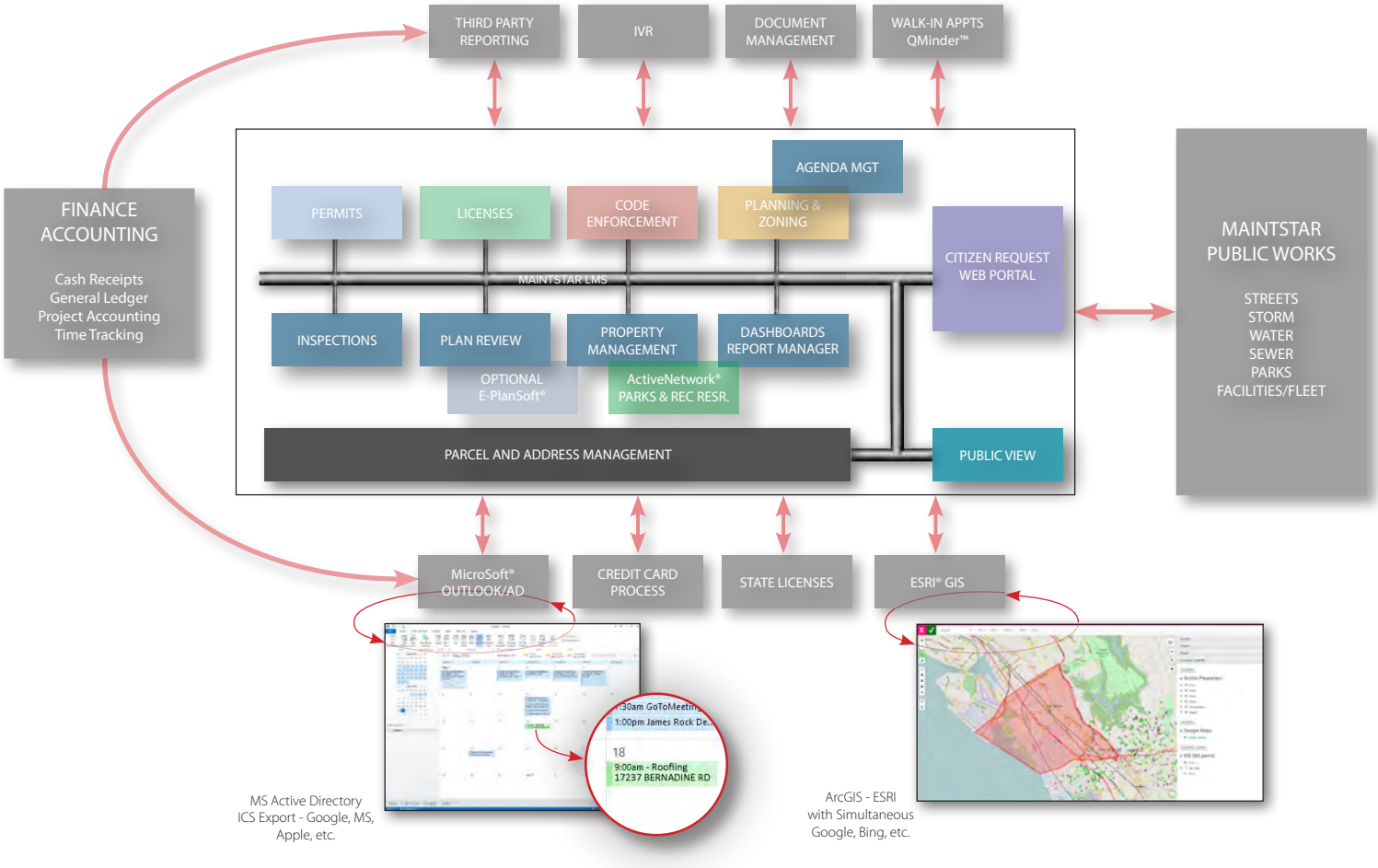
- User defined fields, dropdowns and checklists, all easily created in-house.
- Effortlessly design your own screen layouts and appearances.
- Easy to setup personal colors and themes.
- Customizable Citizen Web Portal.
- Personalized image library to create a look and feel that reflects your agency.

## MaintStar LMS Works in ***Your*** Environment

Built on the latest Microsoft Platform and Libraries, MaintStar LMS offers the highest performance exceeding expectations.

- **Web Based** - Designed as a web application - Never ported.
- **Device Independence** - Runs on virtually any device with a browser - No local install.
- **Choice of Deployment** - Premise Hosting - Full Cloud based SaaS.

MaintStar LMS connects to your existing and future applications, allowing you to automate data exchange.

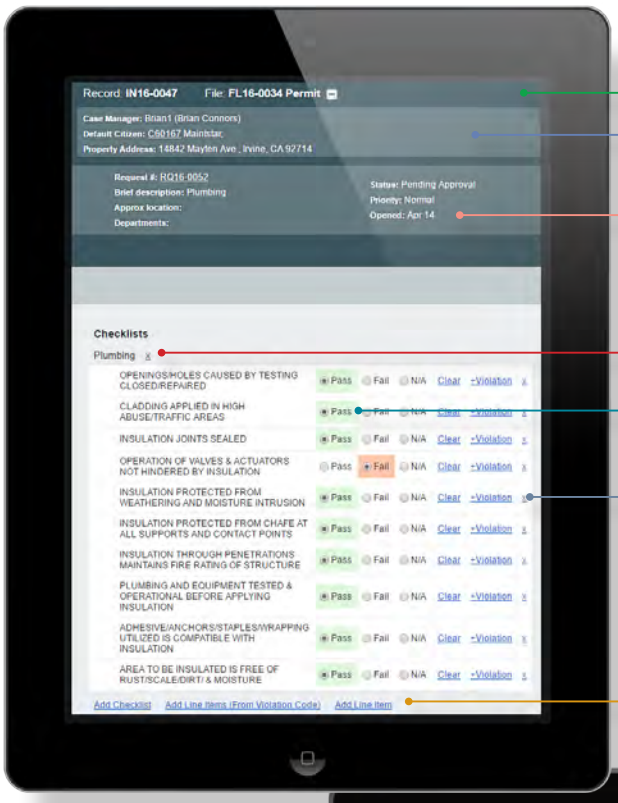



*The success of any application depends on system performance, reliability and ease of use. From day one, MaintStar's goal is to provide a highly sophisticated, configurable system that fits seamlessly into your environment.*

## Your Mobile LMS inspection Team

MaintStar LMS can operate on any platform and hardware that supports web browsing. Inspections can be performed on any mobile device. Citizens can submit requests or check status of inspections in real time from their own mobile device. Checklists are created as resources that are assigned in an user-friendly manner to the type of Permit, Plan Review or Community Development activity. Inspections are automatically assigned by GIS area and expertise with manual override capabilities.

Updates can be performed in real time while *connected* on a cellular data network, or *disconnected* via MaintStar's dedicated inspection mobile application.




File/Case Summary

Case Manager, citizen contact, property address in the header.

Type of Inspection, devices, status, priority and date opened

Configured checklist to the inspection type.

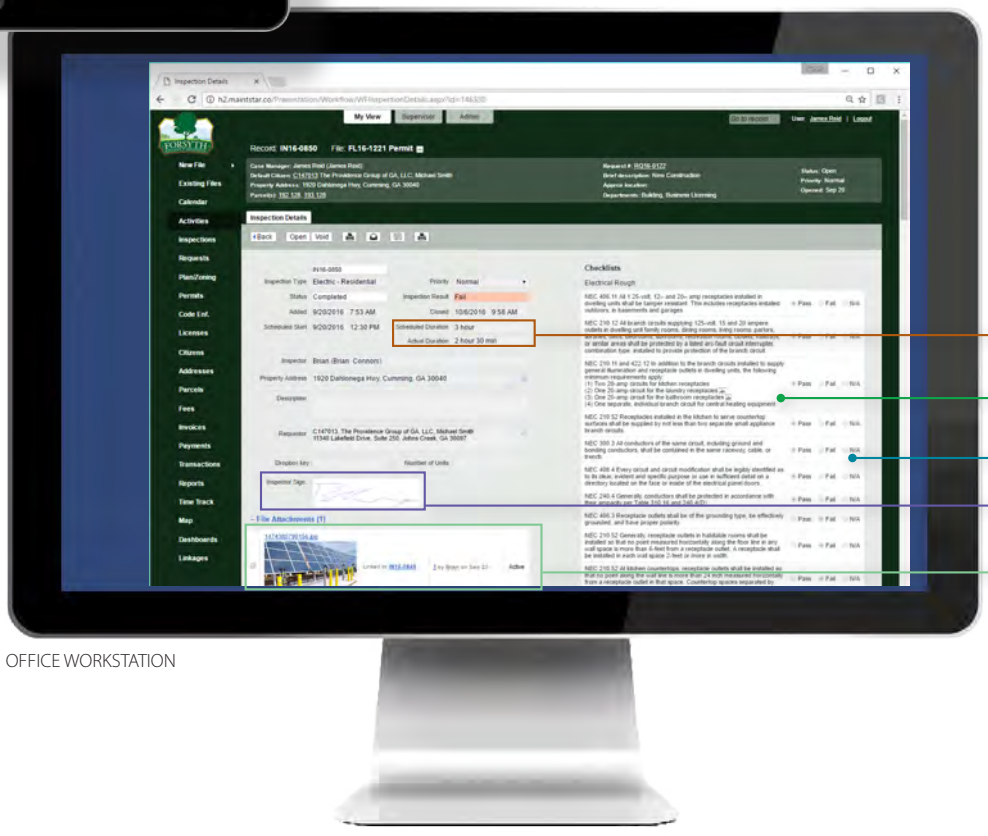
Color coded inspections results for fast, visual identification.

Identify a potential code enforcement issue, violation.

Manually add a line item or comment to the inspection. Inspectors can add another checklist as required.

TABLET, PDA, SMARTPHONE or AIRBOOK

Case information and inspections are simultaneously updated in real time, while visible to all users.




Duration, Scheduled vs. Actual

Notes by Checklist line item

Checklist results

Digital Signature support

Field Pictures attached

OFFICE WORKSTATION

## SYSTEM MODULES CORE INTEGRATION

| Application Modules | Summary |
|---|---|
| ▶ Permitting | Process, Approve, Archive |
| ▶ Planning and Zoning | Process, Approve, Archive |
| ▶ Licensing | Process, Approve, Archive |
| ▶ Code Enforcement | Process, Track, Resolve |
| Citizen Request/Payment Portal | Apply, Payment, Update |
| Public Map Viewer/Reader | View, Search |
| Mobile Inspections | Connect, Disconnect & Sync |
| Plan Review | Process, Track, Approve |

| Core Processing | Summary |
|---|---|
| Calendar | Schedule, Filter, View |
| Meetings | Schedule, Filter, View |
| Fee Processing | Fees, Invoices, Payments |
| Inspections | Schedule, Approve, Track |
| Reviews | Route, Approve, Reject |
| Alerts and Alarms | Create and Automate |
| Auto-Notifications | Individuals, Roles, Teams |
| Email Template Manager/Designer | Create and Manage |
| Workflow Designer Manager | Create, Publish, Manage |
| Real-Time Dashboards and Reporting | Create, Publish, Manage |
| Time Tracker | Track, Update, Bill |

| Integrations | Summary |
|---|---|
| MaintStar Asset Management | Public Works to Permits |
| ESRI GIS | Bi-Directional |
| Google/Bing/MapFlex GIS | Bi-Directional |
| MS Active Directory | Privileges |
| MS Office | Mail, Calendar, Dynamics CRM |
| E-PlanSoft | Advanced Plan Review |
| Google Calendar, Apple iCal | Third Party Scheduling |
| API | SDK |
| RESTFUL Web Services | SDK |









MAINTSTAR

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28 HAMMOND UNIT D
IRVINE • CA • 92618 USA
800 • 255 • 5675
www.maintstar.com/solutions
sales@maintstar.com

LMS3v2 04/10/2017

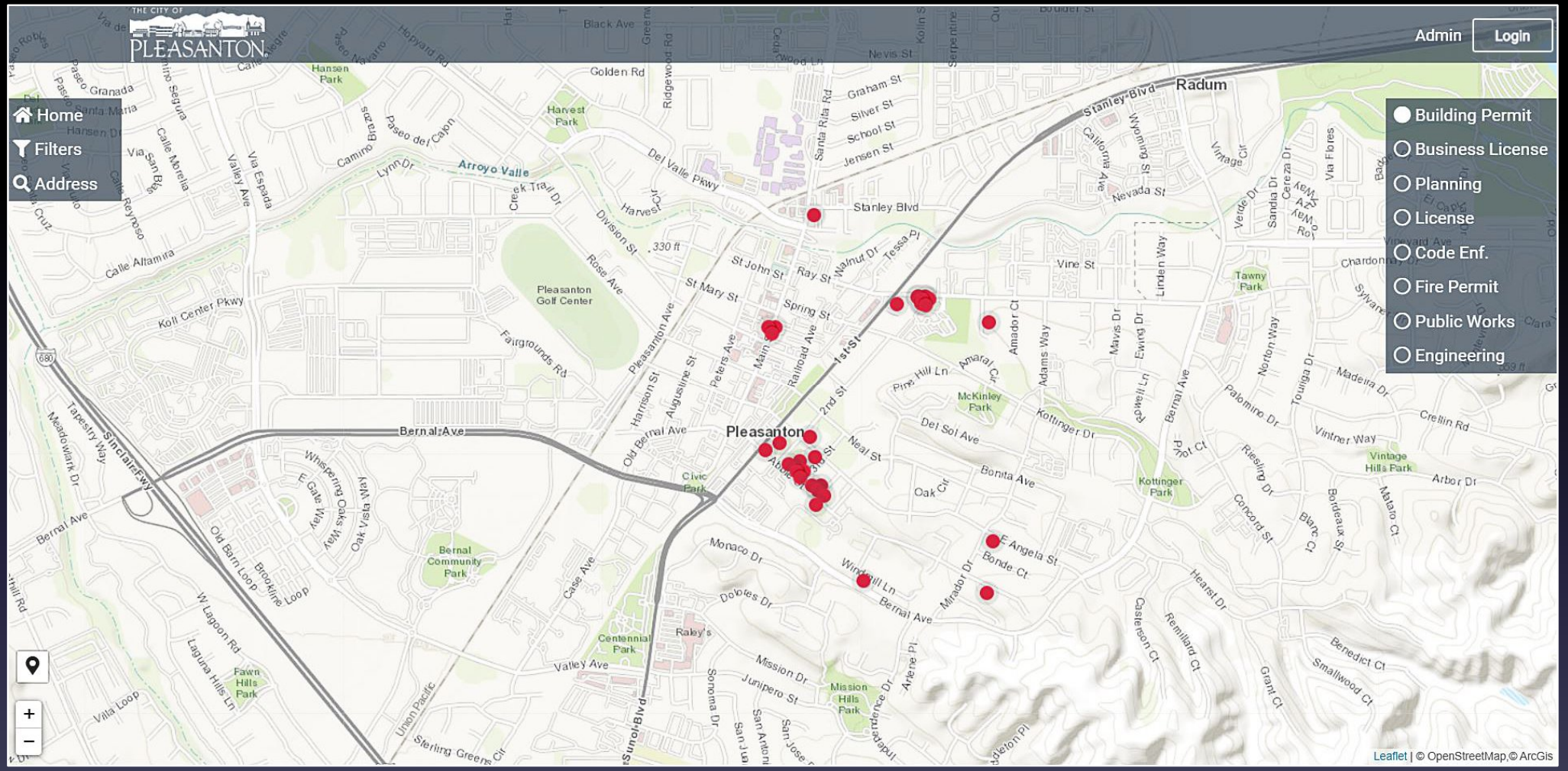
# MAINTSTAR

MAINTSTAR LMS – Land Management System

# ONLINE CITIZEN PORTAL

- Residents Can View Building Permit Activity in Village
- GIS – Map Driven or Search By Address
- Filter by Type – Permitting, Planning, License, etc.
- Color Coded Status
- To Access Services Residents and Contractors Log In
- Applicants and Contractors See Full Details on Applications

24 HOURS A DAY VISIBILITY INTO BUILDING ACTIVITY

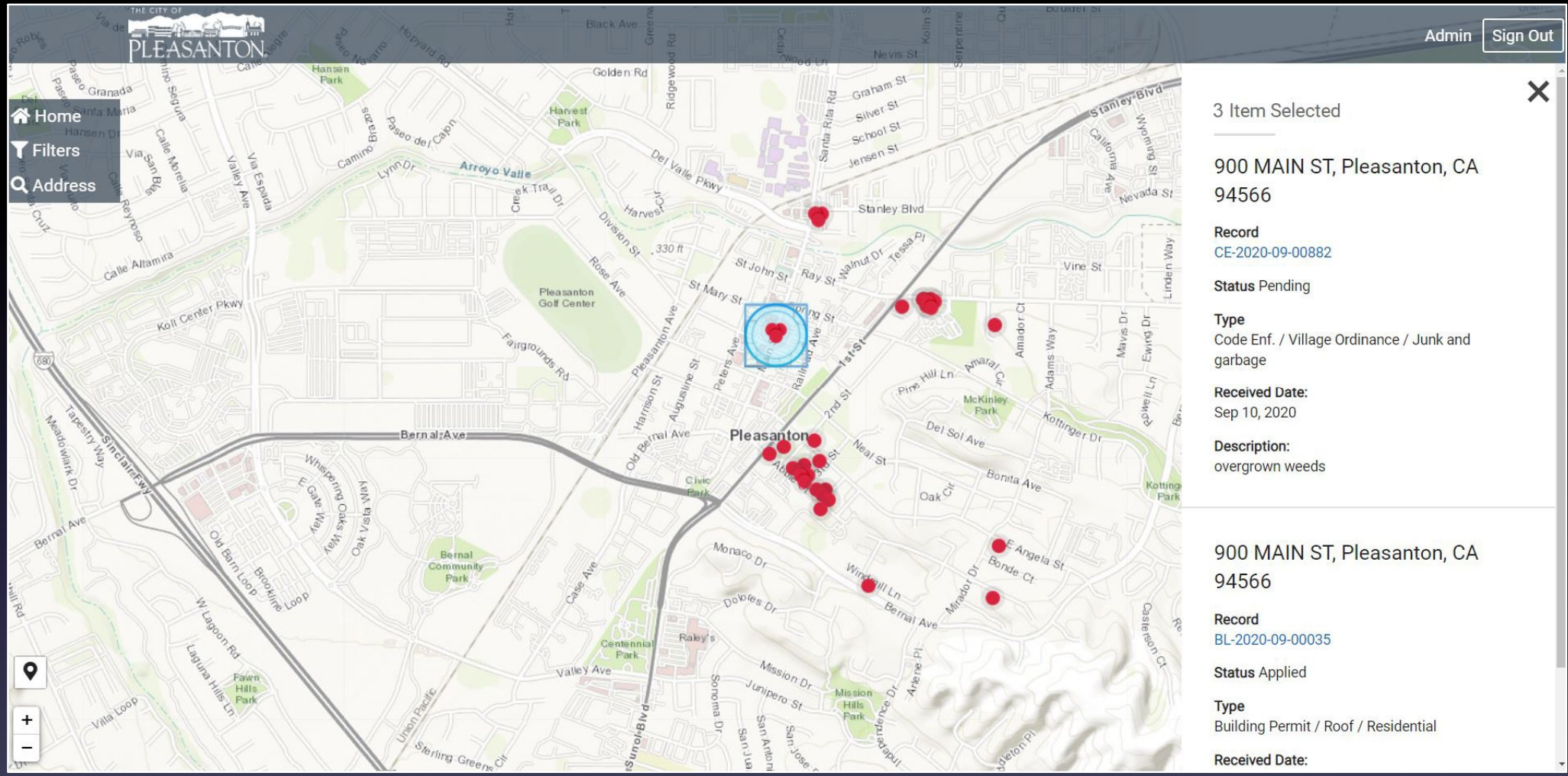



# BUILDING PERMITS DISPLAYED ON MAP

# CLICK TO SEE DETAILS

- Citizens Can Click To See Basic Details of Activity
- All Activity at Property Will Display
- Type of Application
- Permitting Number
- General Status
- Description
- Start Date

24 HOUR VISIBILITY INTO BUILDING ACTIVITY

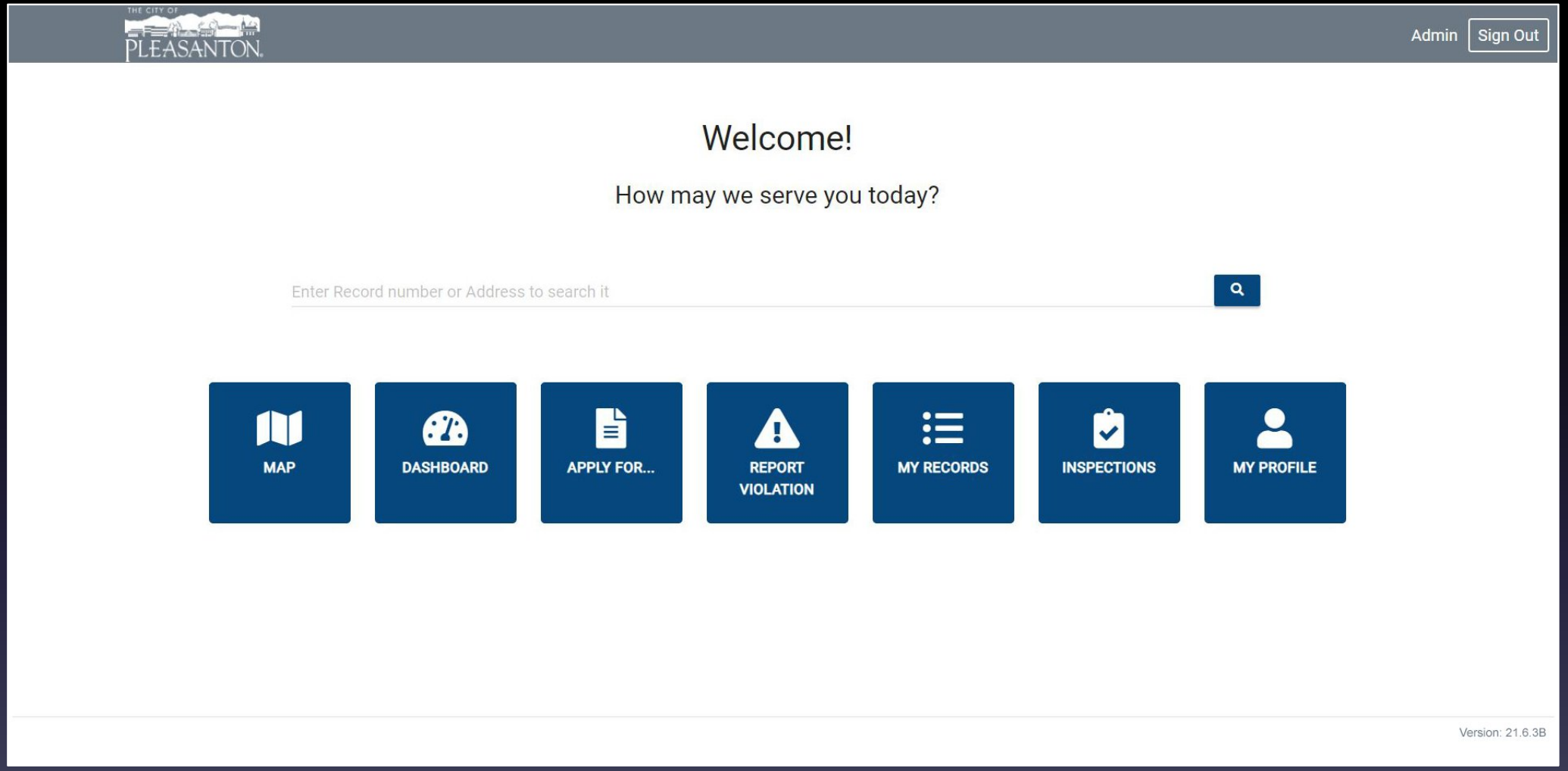



CLICK AND SEE GENERAL DETAILS

# LOGIN FOR SERVICES

- Residents and Contractors Have a Profile and Login to Apply
- Easy To Use – Click and Apply
- They Select From Application Types Set By Village
- User Profile Details Fill Into Application Automatically

BRING VILLAGE HALL TO RESIDENTS AND CONTRACTORS

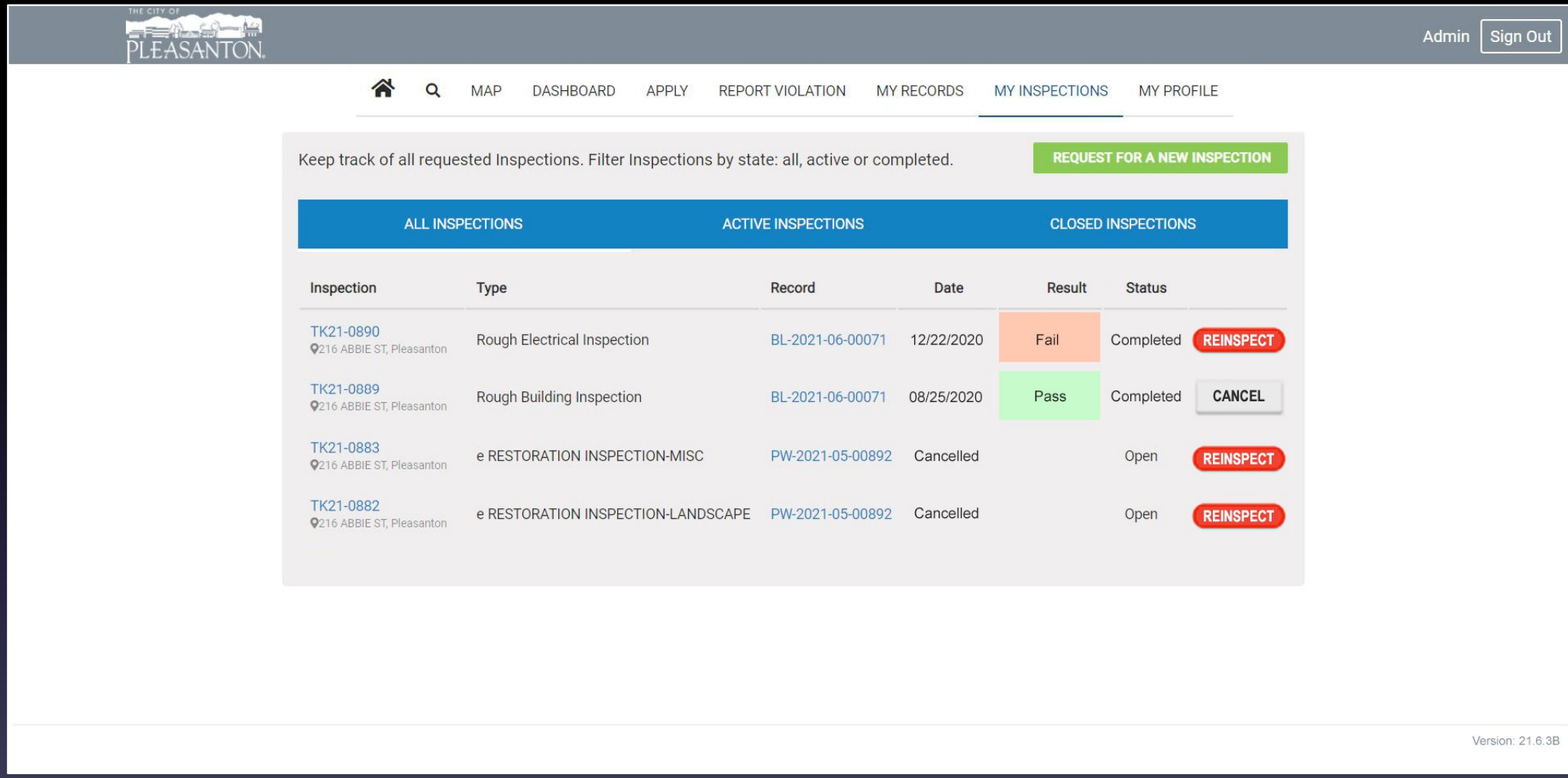



SELECT FROM VARIETY OF APPLICATION TYPES

# MY INSPECTIONS

- Schedule Building Inspections
- Cancel Inspection
- Schedule a Follow Up or Re-Inspection
- Download Inspection Results
- Receive a Corrections Report
- Receive Comments/Messages from Office or Inspector

RESIDENTS AND CONTRACTORS REQUEST SERVICES

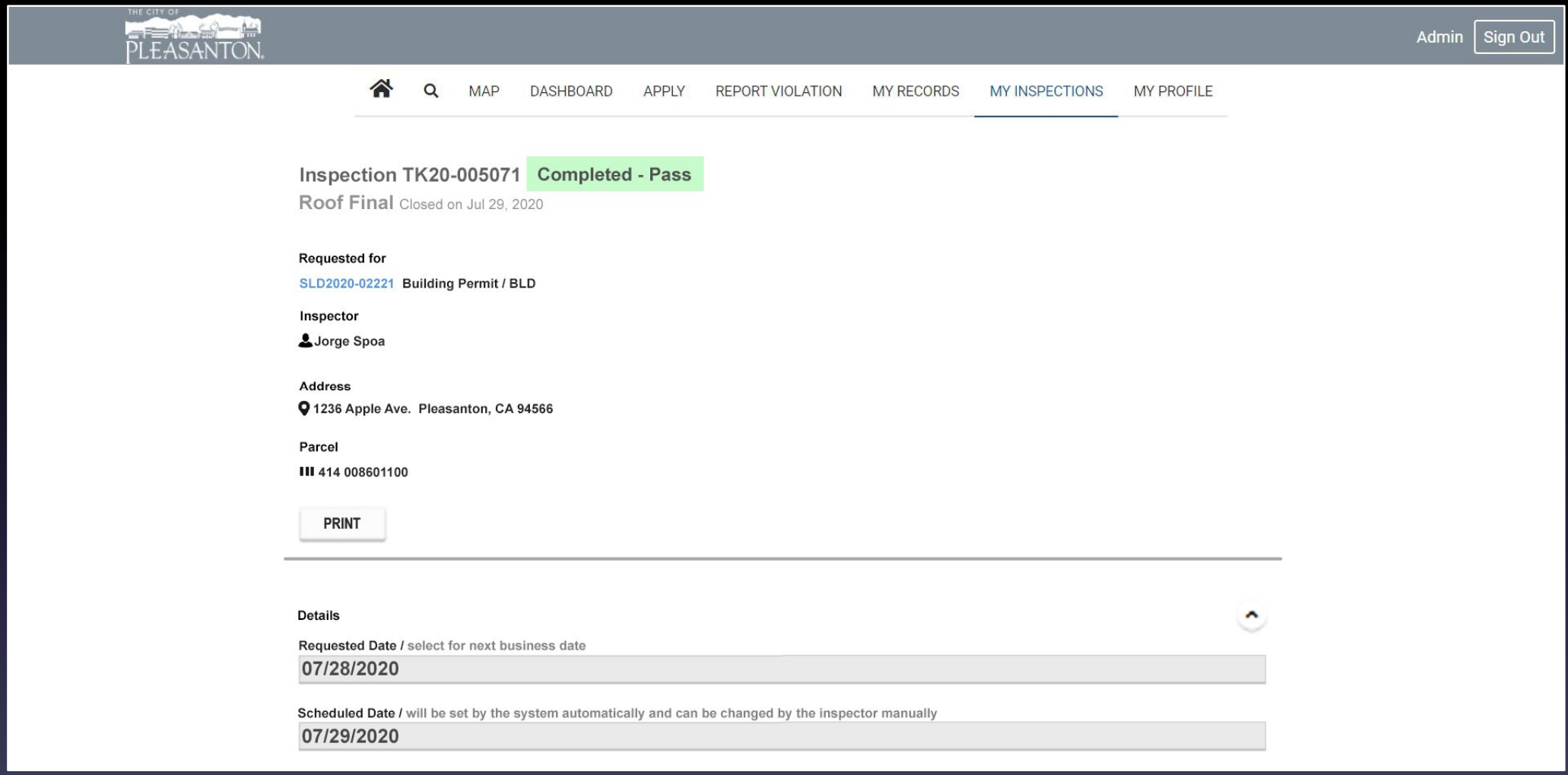



# CONTRACTORS CAN TRACK MANY INSPECTIONS

# INSPECTION RESULTS

- Schedule Building Inspections
- Cancel or Re-Schedule Inspection
- Schedule a Follow Re-Inspection
- Download Inspection Results

BRING VILLAGE HALL TO CITIZENS AND CONTRACTORS




# RESIDENTS AND CONTRACTORS SEE RESULTS ON LINE

Village of Palm Springs
Planning, Zoning & Building
226 Cypress Lane
Palm Springs, FL 33461
Phone (561) 965-4016 Fax (561) 439-4132
www.vpsfl.org

To: Village Council
From: Iramis Cabrera, Interim PZB Director
RE: MaintStar Building Software

We are in the process of looking into purchasing the MaintStar Permitting Software System for our Planning, Zoning & Building Department.

We were referred to three (3) different cities/municipalities that are the same or similar size as the Village of Palm Springs to get an idea from them on how their experience is with MaintStar. The three (3) cities/municipalities that we contacted were (1) The City of Rio Vista in Rio Vista, California (2) County of Alameda in Alameda, California and (3) The City of Plant City in Plant City, Florida. We have completed our virtual meeting with all three cities/municipalities.

Our virtual meetings with all three cities went very well and they were all very informative.

With the City of Rio Vista in California we had a virtual meeting with Judi Craner on March 12, 2021, and questions asked were as followed:

1. How long did it take you to implement the software?
   - 8 months
2. How easy is it to learn the system?
   - Really friendly software because its created as per your necessity
3. Are you online with the portal?
   - Yes, and customers can apply, pay, and check the status of their permits.
4. Do you create your own reports?
   - yes, we configured the reports with the information we need.
5. Can you renew your business license online as well?
   - Yes, and we either mail or e-mail the renewals out to the customers
6. How does the inspector input their inspections when they are on site?
   - The inspectors have tablets and input the inspections in real time with pictures attached if needed and the office have the results right away
7. How is your workflow setup to track your plan review process?
   - We created the workflow directly with MaintStar in the way that our plan review process goes (starting with zoning to building being the final review).
8. Would you recommend this company to any other municipality?
   - Yes, due the fact that it is an easy system to learn, and the implementing staff are very helpful and knowledgeable

With the County of Alameda in California we had a virtual meeting with Alan Tam on March 26, 2021, and question asked were as followed:

1. How long did it take you to implement the software?
   - We started on May 2020 and are still implementing.
2. How easy is it to learn the system?
   - Really easy to learn because you are your own designer. Each informational window contains the permit or property information that you need on it, it is created however you want the windows to look.
3. Are you reviewing electronic submittals or still paper copies?
   - We do everything electronically; it is easier to track the process and keep the plans together. We use e-Plansoft software.
4. Are you online with the portal?
   - Yes, and the customers can apply, pay, and check the status of their permits. The online portal includes a map where you can check all of addresses with all historical information.
5. Do you create your own reports?
   - yes, we configured the reports with the information we need.
6. Can you renew your business license online as well?
   - Yes, and we either mail or e-mail the renewals out to the customers
7. How does the inspector input their inspections when they are on site?
   - The inspectors have tablets and input the inspections in real time with picture attached if needed and the office have the results right away.
8. How is your workflow setup to track your plan review process?
   - We created the workflow directly with MaintStar in the way that our plan review process goes (starting with planning to building being the final review).
9. Would you recommend this company to any other municipality?
   - Yes, due the fact that it is an easy system to learn, and the implementing staff are very helpful and knowledgeable

With the City of Plat City in Florida we had a virtual meeting with Ken Andrel on May 18, 2021, and question asked were follow:

1. How long did it take you to implement the software?
   - It took us a year and a half and are still implementing.
2. How easy is it to learn the system?
   - Easy to learn and you create your fields and your permits exactly to what you need for your department, you are your own designer.
3. Are you reviewing electronic submittals or still paper copy?
   - We are not doing electronic review as of now we are still doing by paper and pen.
4. Are you online with the portal?
   - No, no live yet, still implementing this process.
5. Do you create your own reports?
   - yes, and reports can be e-mailed to employees that are working on individual projects (ex. Expired permits). Permit report are sent by email directly to the County monthly.
6. Do you manually close your permits out after final inspection has passed?
   - No, the system knows to close the permit after a passed final inspection has been entered into the inspection result module. The system also expires permits after the determined time limit for a permit that has not had any activity.
7. How does the inspector input their inspections when they are on site?
   - The inspectors have tablets and input the inspections and they come to the office and input the results into our system with picture attach if needed.
8. How is your workflow setup to track your plan review process?

- We created the workflow directly with MaintStar and it is color coded, so you know where the permit is always. Workflow must be followed in the order implemented without any overwriting of any procedure. The system e-mails the next reviewer after a previous reviewer has finished their review.

9. Would you recommend this company to any other municipality?
   - Yes, due the fact that it is an easy system to learn, and the implementing staff are very helpful and knowledgeable.
10. Since you are a local municipality using MaintStar, would you be willing to help us during our implementation process with any questions, concerns, or ideas that we may have?

- Yes definitely, I am willing to help you with anything and everything and there may be somethings that you will be implementing that may help us as a city also.

Based on our meetings with the three customers that have implemented MaintStar and our research it has contributed us to having a good feeling of confidence with moving forward with MaintStar. Being that MaintStar is a smaller company our business with them will be more valuable than it is with Munis. We receive support from Munis now, but it takes a long time for returned phone calls and getting someone to have the time to help us. With MaintStar we will have direct access to the developers for quicker responses and turn around time will be quicker on all issues we are having.

The integration with Munis will hopefully be smooth and we will not have many hiccups in the process. We know there will be some issues but with any luck not that many as we are in the integration process. When implementing the system, we will be able to create the screens and fields to our needs and our specific layouts.

MaintStar has unlimited digital forms that will be very helpful for our department and we are able to get the forms created how we want them. There will be a portal that we can create to integrate with online customers.

The permitting workflow can be created by us based on type of work to be performed. The workflow will keep better track of where a permit is in the process and who has the permit in hand in real time. The system color codes the workflow, so it is easy to read and know where the documents are. This will get us up and running with the paperless submittals and issuance of permits.

The reporting system seems more user friendly and with more information than we are receiving now with Munis. Right now, we must pull more than one report to get certain information and piece meal it together to get exactly what we need, but with MaintStar one actual report will be enough and it will have everything we need. Whatever information we need; we will be able to have MaintStar create them for us. For example, we found out that when permits are coming up to their expiration date, the system will expire the permits automatically. Then when that happens the system can email whoever is working on that project and give them the list in a matter of minutes. Right now, we must run a report and look for the information manually and it is very time consuming.

The system will be created to work with certain activities/workflow and in the order that we want plans/permits to be reviewed. Everyone that works in the department will have to follow the activities/workflow as implemented with no exceptions so hopefully there will not be many errors or confusion.

After our virtual meetings and staff meetings we have come to a decision that we would like to purchase MaintStar and start the implementation as soon as possible for our department.

# Village of Palm Springs
# Goals and Objectives - FY 2021

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The Village will continue to work towards meeting our identified Goals:

. Maintain Financial Stability/Sustainability
. Grow Our Community (Annexation)
. Promote Economic (Re-)Development within Our Commercial & Residential Areas
. Ensure We Provide a Clean and Safe Village
. Maintain Our Small-Town Feel within Our Diverse Community
. Continue to Develop/Grow the Village of Palm Springs as an Excellent Place to Work

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.6:** Approve Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building Award (Task Orders No. 260 & 261) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - General Fund and Water & Sewer Enterprise Fund) - Walker Design & Construction, Inc.

**SUMMARY:**

The Public Service Department has identified a need to install a prefabricated metal-covered building at the Main Water Treatment Plant to house some of the larger vehicles that are currently parked outside and exposed to the elements. This additional building, if approved, would be located on the northeast side of the current prefabricated metal-covered building, which is currently located at the southeast corner of the water plant.

Additionally, a need was identified to build the same type of prefabricated metal-covered building at the Public Service Department's Utilities Maintenance Building, located at 2400 Kirk Road, to house various utilities materials (i.e., plastic water and sewer piping, valves, boxes, etc.) that are currently stored outside and exposed to the elements (and over time, degrade these important utility-related materials).

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB) on April 29, 2021, for the construction of the Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building. This process was completed by the Village through a competitive selection process - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building (ITB No. 2021B-008 - April 29, 2021).

Within the Fiscal Year 2021 Budget - General Fund and Water & Sewer Enterprise Fund and

the Capital Improvement Plan (CIP), the Village Council approved $220,000 for the Equipment & Material Storage Building at the Main WTP and $185,000 for the Material Storage Building at the Utilities Maintenance Building. As a result of the Village's ITB, the following four (4) bid proposals were received:

| **Vendor** | **Bid Package 'A'** | **Bid Package 'B'** | **Total Bid** |
|---|---|---|---|
| Walker Design & Construction | $182,896.00 | $202,120.00 | **$385,016.00** |
| Boromei Construction | $235,475.00 | $219,412.00 | **$454,887.00** |
| Ahrens Construction | $262,710.00 | $219,983.00 | **$482,693.00** |
| Florida Design | $450,000.00 | $331,621.00 | **$781,621.00** |

After review of the four (4) bids received, the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent, the Village Attorney and the Village's consulting engineer, Eckler Engineering, determined that Walker Design & Construction provided the lowest responsible and responsive bid. As a result, staff is requesting that the Council award this proposed contract (Task Orders #260 & #261) to the lowest responsive and responsible bidder, Walker Design & Construction, in the amount of $385,016.

Note: The proposed bid amount submitted by Walker Design & Construction ($385,016) is lower than the engineer's revised updated cost estimate ($417,000) by approximately 7.7%. The total approved budget for FY 2021 for this project is $405,000; however, staff believes that approximately $182,896 will be spent with the current FY 2021. Thus, the remaining funding ($202,120) is expected to be rolled over into the next fiscal year (FY 2022) and requested to be approved by the Village Council during the upcoming FY 2022 budget process.

If approved, the Village would accept Walker Design & Construction's pricing including all terms, conditions and pricing as submitted within their ITB proposal and proposed agreement. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract. An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the project is expected to take approximately 270 days (May/June 2022) to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent and the Finance Director.

The Village has not worked with the proposed vendor previously; however, the Village received positive references from a public school (i.e., Washington Elementary) and various private organizations (i.e., Glen Eagles Golf Club and Waterstone Resort) for the proposed vendor.

**FISCAL IMPACT:**

Funding to support the proposed Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building projects are available within the FY 2021 - Water and Sewer Fund and General Fund:

| ***Allocated/Estimated Project Funding:*** | ***Amount*** |
|---|---|
| FY 2020 Actual Funding - General Fund (TO #261): | $ 21,369.30 |
| FY 2020 Actual Funding - Water & Sewer Fund (TO #260): | $ 22,598.40 |
| FY 2021 Approved Funding - General Fund (TO #261): | $ 220,000.00 |
| FY 2021 Approved Funding - Water & Sewer Fund (TO #260): | $ 185,000.00 |
| FY 2022 Requested Funding - General Fund (TO #261): | $ 175,818.00 |
| FY 2022 Requested Funding - Water & Sewer Fund (TO #260): | $ 193,108.00 |
| **TOTAL ALLOCATED/APPROVED BUDGET** | **$ 817,893.70** |
| | |
| ***Expected Project Costs:*** | ***Amount*** |
| FY 2020 Project Cost - Actual Engineering - General Fund (TO #261): | $ 21,369.30 |
| FY 2020 Project Cost - Actual Engineering - Water & Sewer Fund (TO #260): | $ 22,598.40 |
| FY 2021 Project Cost - Projected Engineering - General Fund (TO #261): | $ 26,943.20 |
| FY 2021 Project Cost - Projected Engineering - Water & Sewer Fund (TO #260): | $ 19,049.60 |
| FY 2021 Project Cost - Projected Construction - General Fund (TO #261): | $ 82,896.00 |
| FY 2021 Project Cost - Projected Construction - Water & Sewer (TO #260): | $ 100,000.00 |
| FY 2022 Project Cost - Estimated Construction - General Fund (TO #261): | $ 100,000.00 |
| FY 2022 Project Cost - Estimated Construction - Water & Sewer (TO #260): | $ 102,120.00 |
| **TOTAL PROJECT COSTS:** | **$ 474,976.50** |

Note: The proposed bid amount submitted by Walker Design & Construction ($385,016) is lower than the engineer's revised updated cost estimate ($417,000) by approximately 7.7%. The total approved budget for FY 2021 for this project is $405,000; however, staff believes that approximately $182,896 will be spent with the current FY 2021. Thus, the remaining funding ($202,120) is expected to be rolled over into the next fiscal year (FY 2022) and requested to be approved by the Village Council during the upcoming FY 2022 budget

process.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

**ATTACHMENTS:**

Proposed Agreement - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building - Walker Design & Construction
Bid Proposal - Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building - Walker Design & Construction
Invitation to Bid - ITB #2021B-008
Bid Tabulation - ITB #2021-008
Recommendation of Award - ITB #2021-008
Bid Specifications - ITB #2021-008
Bid Plans - Bid Package A - ITB #2021-008
Bid Plans - Bid Package B - ITB #2021-008
Addendum No 1 - ITB #2021B-008
FY 2021 CIP Form - Main WTP Equipment Storage Building
FY 2021 CIP Form - Kirk Road Pipe and Materials Building
Lake Worth Herald Advertisement - ITB #2021B-008

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Walker Design & Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Main Water Treatment Plant Equipment Storage Building and the Kirk Road Pipe and Material Storage Building as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new prefabricated metal building, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building.**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $385,016.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| **Unit Price Work** | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | Not Applicable | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ N/A |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $385,016.00

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages _1__ to _65__, inclusive).

6. Supplementary Conditions (pages _1__ to _10__, inclusive).

7. Specifications as listed in the table of contents of the Project Manual dated August 27th, 2020.

8. Drawings (not attached but incorporated by reference) consisting of _23__ sheets with each sheet bearing the following general title: Main Water Treatment Plant Equipment Storage Building – Bid Package "A", April 1, 2021.

9. Drawings (not attached but incorporated by reference) consisting of _23__ sheets with each sheet bearing the following general title: Kirk Road Pipe and Material Storage Building – Bid Package "B", April 1, 2021

10. Addenda (numbers _1_ to _1_, inclusive).

11. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages _1_ to 37, inclusive).

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

    a. Bodily Injury:
        Each Person $500,000
        Each Accident $1,000,000
    b. Property Damage:
        Each Incident $1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

    a. Excess or Umbrella Liability
        1) General Aggregate $5,000,000
        2) Each Occurrence $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

    a. Contractor's Pollution Liability
        1) General Aggregate $2,000,000
        2) Each Occurrence $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

    a. Village of Palm Springs

10.11 *Audit By Village*

A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | CONTRACTOR: |
|---|---|
| By: _____ | By: _____ |
| Title: Mayor | Title: _____ |
| | *(Seal)* |
| Attest: _____ | Attest: _____ |
| Title: Village Clerk | Title: Notary Public |
| Approved as to Form: _____ | |
| Title: Village Attorney | |
| Address for giving notices: | Address for giving notices: |
| 226 Cypress Lane | _____ |
| Palm Springs FL, 33461 | _____ |
| _____ | _____ |
| | License No.: _____ *(where applicable)* |

MOURER FOSTER
Bonds & Insurance

October 25, 2020

Walker Design & Construction Co.
1060 Holland Dr. Ste B
Boca Raton, Florida 33487-2719

RE: Bonding Capacity.

To Whom It May Concern:

This will advise that United States Fire Insurance Company has served as Surety for Walker Design & Construction Co. since 2015. United States Fire Insurance Company stands ready to tender surety credit to Walker Design & Construction Co. in regard to all bid, performance and labor and material payment bonds up to $15,000,000 single project/$25,000,000 aggregate work program of which almost $20,000,000 is available.

This program is dependent upon the current financial condition of Walker Design & Construction Co. Should their financial condition change, this commitment will be altered. As always, United States Fire Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if, for any reason, we do not execute such bonds.

United States Fire Insurance Company carries an A.M. Best Rating of A (Excellent) with a Financial Size Category of XIII ($1.25 Billion to $1.50 Billion).

If you need additional information, please give me a call.

Sincerely,

Dan Cusenza
Attorney-In-Fact

615 N. Capitol Avenue • Lansing, MI 48933 • Telephone 517-371-2300 • Fax 517-371-7121 • 800-686-2663
www.mourer-foster.com

**SECTION 00400**

**BID SUBMISSION CHECKLIST**

Project Name: MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

Bid Number: 2021B-008

Bidder's Name: Walker Design & Construction

The following items must be submitted in the following order with your bid:

1. ☒ Completed Section 00400 - Bid Submission Checklist.
2. ☒ Completed Section 00410 - Bid Form.
3. ☒ Completed Section 00430 - Bid Bond, complete with Power of Attorney.
4. ☒ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.
5. ☒ Completed Section 00440 – Florida Trench Safety Act Certification.
6. ☒ Completed Section 00451 –Qualifications Statement.
7. ☒ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years
8. ☒ Completed Section 00453 - Non-Collusive Affidavit.
9. ☒ Completed Section 00454 - Drug-Free Workplace.
10. ☒ Completed Section 00455 - Public Entity Crimes.
11. ☒ Completed Section 00456 – Scrutinized Companies.
12. ☒ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
13. ☒ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.
14. ☒ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

## SECTION 00410

## BID FORM

### ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Village of Palm Springs**
**226 Cypress Lane**
**Palm Springs, FL 33461**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

### ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum Date |
|---|---|
| 1 | 5-25-2021 |
| | |
| | |
| | |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| 1. Main Water Treatment Plant Equipment Storage Building (Bid Package "A") | |
|---|---|
| 1A. Lump Sum Bid Price | $ 160,896.00 |
| 2A. Lump Sum Contingency Allowance | $ 20,000.00 |
| Sub-Total | $ 182,896.00 |

| 1. Kirk Road Pipe and Material Storage Building (Bid Package "B") | |
|---|---|
| 1A. Lump Sum Bid Price | $ 182,120.00 |
| 2A. Lump Sum Contingency Allowance | $ 20,000.00 |
| Sub-Total | $ 202,120.00 |

**Total of Lump Sum Price** $ 385,016.00

Three hundred eighty-five thousand sixteen dollars and no cents

(written)

5.02 Bid Amount for Add/Alternate Items

A. The following item(s) shall be bid separate from the Total Lump Sum Bid Price above. Provide the amount to be included, and or (decreased), in the Lump Sum Bid if the following item(s) are constructed. See Specification Section 01010 – Summary of Work for a description of the Add/Alternate items.

| | |
|---|---|
| Add/Alternate Item No. 1: None | $ N/A |

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project;

F. Contractor's License Number;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00200 – Instructions to bidders, page 8, Article 15.04.

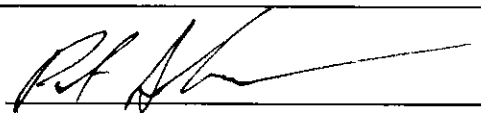
**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Walker Design & Construction

By:
*[Signature]* 

*[Printed name]* Patrick Graham

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]* 

*[Printed name]* Patrick Graham

Title: President

Submittal Date: 5-24-21

Address for giving notices:

2723 Pinewood Ave

West Palm Beach, FL 33407

Telephone Number: 561-247-7477

Fax Number:

Contact Name and e-mail address: Patrick Graham

patrick@walkerdc.com

Bidder's License No.: CGC1528883
*(where applicable)*

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**01129408919**

**KNOW ALL MEN BY THESE PRESENTS**: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

***John Foster, Dan Cusenza, James Slear, Lori King-Clyde, Heather Buonodono***

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 25th day of October, 2020.

**UNITED STATES FIRE INSURANCE COMPANY**

A. R. S.

Anthony R. Slimowicz, Executive Vice President

State of New Jersey }
County of Morris }

On this 25th day of October 2020, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**SONIA SCALA**
**NOTARY PUBLIC STATE OF NEW JERSEY**
**NO. 2163686**
**MY COMMISSION EXPIRES 3/25/2024**

Sonia Scala

Sonia Scala (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 25th day of October, 2020

**UNITED STATES FIRE INSURANCE COMPANY**

Al Wright, Senior Vice President

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Walker Design & Construction Co.
2723 Pinewood Ave., West Palm Beach, FL 33407

SURETY *(Name, and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID
Bid Due Date: May 26, 2021
Description: MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

BOND
Bond Number: N/A
Date: May 26, 2021
Penal sum Five Percent of Bid (Words) $ 5% of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| Walker Design & Construction Co. (Seal) | Travelers Casualty and Surety Company of America (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: Signature | By: Signature (Attach Power of Attorney) |
| Print Name: Pat Graham | Print Name: Dan Cusenza |
| Title: President | Title: Attorney-in-Fact |
| Attest: Signature | Attest: Signature Heather Buonodono |
| Title: Secretary | Title: Bond Specialist |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dan Cusenza** of **LANSING** **Michigan**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **May**, **2021**.

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.***

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

| | **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|---|
| (1) | Kirby Steel Buildings - Supplier | Pre-engineered building |
| (2) | Titan Concrete - Supplier | Concrete Redimix |
| (3) | Pilot Steel - Supplier | Reinforcing steel |
| (4) | | |
| (5) | | |
| (6) | | |
| (7) | | |

(Add additional pages as needed.)

BIDDER: Walker Design & Construction

By: [signature]

Name: Patrick Graham

Title: President

Date: 5-24-21

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ 0 |
| 2. Special Shoring | $ 0 |

Identify method of compliance for Item #1: Not applicable

Identify or attach a copy of Special Shoring Requirements for Item #2: Not applicable

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Walker Design & Construction

By: _____

Name: Patrick Graham

Title: President

Sworn to and subscribed before me this 24 day of May, 2021.

_____
Notary Public

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

My Commission Expires: _____

# QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED BY:**

   Official Name of Firm: Walker Design & Construction

   Address: 2723 Pinewood Ave

   West Palm Beach, FL 33407

2. **SUBMITTED TO:** Village of Palm Springs

3. **SUBMITTED FOR:** Bid No. 2021B-008

   Owner: Village of Palm Springs

   Project Name: Main Water Treatment Plant Equipment Storage Building and Kirk Rd Pipe and Materials Storage Building

   **TYPE OF WORK:** New Foundations and Metal Buildings Storage Facility

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Patrick Graham

   Title: President

   Phone: 561-247-7477

   Email: patrick@walkerdc.com


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5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☒ CORPORATION

State of Organization: Florida

Date of Organization: June 1990

Executive Officers:

- President: Patrick Graham
- Vice President(s): Grady Graham

_____

_____

- Treasurer: Wendy Graham
- Secretary: Wendy Graham


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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____


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## 7. LICENSING

Jurisdiction: Florida

Type of License: Certified General Contractor

License Number: CGC1528883

Jurisdiction:

Type of License:

License Number:

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise:

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise: Palm Beach County

Other (_____):

## 9. BONDING INFORMATION

Bonding Company: Travelers

Address:

Bonding Agent: Mourer Foster

Address: 615 North Capitol Avenue

Lansing MI 48933

Contact Name: John Foster

Phone: 517-371-2300

Aggregate Bonding Capacity: 25,000,000.00

Available Bonding Capacity as of date of this submittal: 22,000,000.00


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*NOTE: AN AFFIDAVIT WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE *VILLAGE* WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: Bank of America

Address: 20431 Us Highway 441
Boca Raton, FL 33498

Account Manager: Eric Acosta

Phone: 561.383.1618

THE *VILLAGE* RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Liston Gallimore

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 20 | EMR | .83 |
| YEAR | 19 | EMR | .83 |
| YEAR | 18 | EMR | .83 |
| YEAR | 17 | EMR | .97 |
| YEAR | 16 | EMR | 1.07 |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 20 | TRFR | 0 |
| YEAR | 19 | TRFR | 0 |
| YEAR | 18 | TRFR | 0 |
| YEAR | 17 | TRFR | 0 |
| YEAR | 16 | TRFR | 0 |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | 20 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 19 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 18 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 17 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 16 | TOTAL NUMBER OF MAN-HOURS | 62400 |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 20 | DART | 0 |
| YEAR | 19 | DART | 0 |
| YEAR | 18 | DART | 0 |
| YEAR | 17 | DART | 0 |
| YEAR | 16 | DART | 0 |

## 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Walker Design & Construction

BY: Patrick Graham

TITLE: President

DATED: 5-23-21

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF May, 2021

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES:

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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## SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| PBSO Exterior Hardening | Name: James Lent<br>Address: 701 Northpoint 400 WPB FL 33407<br>Telephone: 203-733-7969 | Name: John<br>Company: Leo Daily<br>Telephone: 561-688-2111 | 4-2021 | Exterior Siding | In Prog. | $839,000.00 |
| MRH Cooling Tower Wind Retrofit | Name: Michelle Acherman<br>Address: 7235 Corporate Center Dr Miami FL 33126<br>Telephone: 786-535-6532 | Name: Charles Michelson<br>Company: Saltz Michelson Arch.<br>Telephone: 954-266-2700 | 3-2021 | Equipment Screens | In Prog. | $718,000.00 |
| Gator Run Elementary | Name: Carrie Pierrette<br>Address: 10145 NW 19th St Doral FL 33172<br>Telephone: 786-918-2751 | Name:<br>Company:<br>Telephone: | 12-2020 | Walkway Cover | In Prog. | $579,000.00 |
| Comstock Elementary | Name: Henry Schmid<br>Address: 8348 NW 56th St Doral FL 33166<br>Telephone: 305-592-0552 | Name: Laura Perez<br>Company: Laura Perez & Associates<br>Telephone: 305-642-9494 | 1-2021 | Walkway Cover | In Prog. | $163,000.00 |
| Geroge T Lohmeyer WWTP Renovations | Name: Alex Rio<br>Address: 100 N Andrews Ave Fort Lauderdale FL<br>Telephone: 954-828-5389 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 3-2020 | Gen Construction | In Prog. | $1,358,000.0 |
| WUD SROC Storage Pavillion | Name: Melissa Nicosia<br>Address: 101 Walker Ave Greenacres FL 33463<br>Telephone: 561-649-6705 | Name: Elizabeth Colome<br>Company: Colome & Associates<br>Telephone: 561-833-9147 | 5-2021 | PEMB | In Prog. | $636,000.00 |
| Plumosa Elementary | Name: Lizzet Price<br>Address: 426 Clematis St WPB FL 33401<br>Telephone: 561-282-3000 | Name: Jorge Luaces<br>Company: Song & Associates<br>Telephone: 561-655-2423 | 4-2021 | Walkway Cover | In Prog. | $209,000.00 |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Miami Dolphins Training Facility | Name: Todd Staley<br>Address: 347 Don Shular Dr Miami Gardens FL<br>Telephone: | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 8-2019 | PEMB | Done | $8,500,000.0 |
| Miami Dolphins Sod Farm | Name: Todd Staley<br>Address: 347 Don Shular Dr Miami Gardens FL<br>Telephone: | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 12-2018 | Gen Construction | Done | $850,000.00 |
| South Florida Water Management District Walkway | Name: Anthony Phillips<br>Address: 3301 Gun Club Rd WPB FL 33406<br>Telephone: 561-413-4812 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 4-2019 | Gen Construction | Done | $189,000.00 |
| Glen Eagles Golf Maintenance Facility | Name: Josh Weaver<br>Address: 601 N Congress 109 Delray Beach FL<br>Telephone: 561-276-9640 | Name:<br>Company: GE Architecture<br>Telephone: 561-276-6011 | 2-2020 | PEMB | Done | $991,000.00 |
| FXE Customs and Border Protection Canopy | Name: Alex Rio<br>Address: 100 N Andrews Ave Fort Lauderdale FL<br>Telephone: 954-828-5389 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 6-2019 | Gen Construction | Done | $518,000.00 |
| Tamarac WWTP Renovations | Name: Bill Lewis<br>Address: 10101 State St Tamarac FL 33321<br>Telephone: 654-597-3723 | Name: Abbas Zachria<br>Company: WZA Architects<br>Telephone: 954-522-4123 | 10-2018 | Reroof | Done | $103,000.00 |
| Crown of Life Church Renovations | Name: Jerry VonDeylen<br>Address:<br>Telephone: 317-460-9810 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 2-2019 | Gen Construction | Done | $1,400,000.0 |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Western Pines Gymnasium Reroof | Name: Jeremy Sullivan<br>Address: 101 Walker Ave Greenacres FL<br>Telephone: 561-649-6705 | Name: Jeremy Sullivan Robling<br>Company: Architecture Design<br>Telephone: 561-649-6705 | 10-2020 | Reroof | Done | $449,000.00 |
| Sem Tribe of FL Osceola Community Center Renos | Name: Jeff Trammel<br>Address:<br>Telephone: 239-913-8564 | Name: Samantha Strong<br>Company: Butler Manuf.<br>Telephone: 816-968-3635 | 2-2020 | Reroof | Done | $179,000.00 |
| Lyndal Lane Walkway Cover | Name: Shane Schans<br>Address:<br>Telephone: 561-644-1674 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 8-2020 | Walkway Cover | Done | $144,000.00 |
| Washington Elementary Covered Play | Name: Tim Hawkins<br>Address: 1400 Centrepark Blvd WPB FL 33401<br>Telephone: 561-686-5511 | Name: Jeff Phillips<br>Company: BRPH Architects<br>Telephone: 321-254-7666 | 3-2021 | PEMB | Done | $71,000.00 |
| Odyssey Middle School Canopies | Name: Michael Oneil<br>Address: 125 Indiantown Rd Jupiter FL<br>Telephone: 561-748-5956 | Name: Jorge Luaces<br>Company: Song & Associates<br>Telephone: 561-655-2423 | 6-2020 | Walkway Cover | Done | $133,000.00 |
| Delray MXU Overhangs | Name: Dan Lawlor<br>Address:<br>Telephone: 561-808-9279 | Name: John Cunningham<br>Company: Zyscovich Arch.<br>Telephone: 407-674-1959 | 1-2021 | ACM Paneling | Done | $121,000.00 |
| Waterstone Resort Boca Raton | Name: Matt Lane<br>Address: 275 Madison Av New York NY<br>Telephone: 516-650-3430 | Name: Monica Fuentes<br>Company: EOA Architecture<br>Telephone: 305-444-0990 | 4-2121 | Gen Construction | Done | $102,000.00 |


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## SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| Skytrack 6000 Lift | 5-05-21 | Excellent | |
| Genie S60 | 6-30-20 | Excellent | |
| John Deere 970 | 2-10-19 | Used - Good | |
| Bobcat Mini E85 | 2-10-19 | Used - Good | |
| Ford F750 | 4-20-21 | New | |
| Big Tex 250 | 2-10-19 | New | |
| Bobcat T200 Skidsteer | 2-10-19 | Used - Good | |
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EJCDC® C-451, Qualifications Statement.
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Material Storage Bays at Main Water Treatment Plant," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Patrick Graham, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of Walker Design & Construction (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

RA Graham President

Subscribed and sworn to before me
this 23 day of May, 20 21

_____
Notary Public

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Walker Design & Construction (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

5-24-21
_____
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 23 day of May, 2021

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

SABRINA IGLARAN
Notary Public - State of Florida
Commission # HH 18966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

My Commission Expires _____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Patrick Graham, who, being by me first duly sworn, made the following statement:

1. The business address of Walker Design & Construction
(firm name of Bidder/Contractor)

is 2723 Pinewood Ave West Palm Beach FL 33407.

2. My relationship to Walker Design & Construction
(firm name of Bidder/Contractor)

is President.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 24 day of May, 2021.

_____
Notary Public

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Patrick Graham, on behalf of Walker Design & Construction (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By: _____
Name: Patrick Graham
Title: President
Date: 5-23-21

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 24 day of May, 2021, by Pat Graham, who is the President of Walker Design & Const., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary: _____
My Commission expires: _____

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

Ron DeSantis, Governor

Halsey Beshears, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# GRAHAM, PATRICK MICHAEL

WALKER DESIGN & CONSTRUCTION CO.
2723 PINEWOOD AVE
WEST PALM BEACH FL 33407

**LICENSE NUMBER: CGC1528883**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

WALKDES-02 MSLIGER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: John Foster | |
|---|---|---|
| Mourer Foster, Inc<br>615 N. Capitol Ave.<br>Lansing, MI 48933 | PHONE (A/C, No, Ext): (517) 371-2300 | FAX (A/C, No): (517) 371-2174 |
| | E-MAIL ADDRESS: info@mourerfoster.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Southern Owners Insurance | 10190 |
| INSURED | INSURER B : Owners Insurance | 32700 |
| Walker Design & Construction Co., Inc.<br>2715 Pinewood Ave.<br>West Palm Beach, FL 33407 | INSURER C : Argo Select | |
| | INSURER D : RLI Insurance Company | 13056 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 06527546 | 10/1/2020 | 10/1/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | X OTHER: EPLI | | | | | | Aggregate | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 5252731000 | 10/1/2020 | 10/1/2021 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 5252731001 | 10/1/2020 | 10/1/2021 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | 06280166 | 1/1/2021 | 1/1/2022 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liabili | | | 121 AE 0165212 | 1/10/2020 | 1/31/2021 | Aggregate | 1,000,000 |
| D | Equipment Floater | | | ILM0705733 | 5/7/2020 | 5/7/2021 | Leased/Rented | 500,000 |

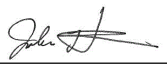
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**





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**The ACORD name and logo are registered marks of ACORD**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** **Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured and included in the "products-completed operations hazard" which was performed for that insured only as specified under the "written contract".

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

**1.** The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.

**2.** The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C.** With respect to the insurance afforded to additional insured, the following exclusions are added:

**2. Exclusions**

**a.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

**(1)** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and

**(2)** Supervisory, inspection, architectural, or engineering services.

**b.** This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.

**c.** This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.

**D. Other Insurance**

**1.** If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**2.** Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

**E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

# Palm Beach County
# Office of Equal Business Opportunity

Certifies That

## WALKER DESIGN & CONSTRUCTION CO.

Vendor # **VC0000101763**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from*

***April 08, 2021 to April 07, 2024***

The following services and/or products are covered under this certification:

**Carpentry Maintenance and Repair Services; Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair Services Including Inside Concrete Sawing and Grouting Work; Metal Work, Decorative; Painting, Maintenance and Repair Services Including Caulking; Structural and Reinforcement Metal Work; Welding;**

Allen Gray, Manager

**04/08/2021**

**Palm Beach County Board of County Commissioners**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

**County Administrator**
Verdenia C. Baker

# Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

## MAIN WTP EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE & MATERIAL STORAGE BUILDING

## Addendum No. 1

## May 25, 2021

---

**BIDS DUE: 2:00 PM, Local Time, May 26, 2021**

---

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **MAIN WTP EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE & MATERIAL STORAGE BUILDING** project, fully and completely as if the same were fully set forth herein.

**IN THE PLANS**

None

**IN THE SPECIFICATIONS**

None

Receipt acknowledged and conditions agreed to the 25 day of May, 2021.

Walker Design & Const.
Bidder

By Patrick Graham

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

**ITB NO. 2021B-008**
**MAIN WTP EQUIPMENT STORAGE BUILDING AND**
**KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Main Water Treatment Plant Equipment Storage Building** and **Kirk Road Pipe and Material Storage Building** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 26, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **June 9, 2021 at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment, and material for Main WTP and Kirk Road Equipment Storage Buildings as described by the Drawings and Specifications. Generally, the work includes demolition, construction of pre-manufactured metal buildings, site restoration, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. All Proposers are advised to closely examine the request for Proposals documents. ***All Proposers are advised to closely examine the request for Proposals documents*.**

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Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-008, MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING".**

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A virtual **Pre-Bid Conference** will be held for this solicitation on **May 12, 2021 at 10:00 AM.** Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference – May 12, 2021 at 10:00 AM**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: +1 (562) 247-8422 Access: #542-497-130
Registration URL:
https://attendee.gotowebinar.com/register/4102493802029883148 Webinar ID # 414-920-723

**Bid Opening – June 9, 2021 at 2:00 PM**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (562) 247-8422 Access # 493-283-862
Registration URL
https://attendee.gotowebinar.com/register/4851496516033936396 Webinar ID # 701-276-651

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 21, 2021** at **5:00 PM** local time.

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Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 29, 2021**

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

# ITB NO. 2021B-008
## Main Water Treatment Plant
## Equipment Storage Building and Kirk Road
## Pipe and Materials Storage Building

## Virtual E-Bid Opening - June 9, 2021

**Staff Present:**

Kimberly Wynn
Chase Dickenson
Walt Sanchez

**Meeting Start: 2:00 PM**
**Meeting End: 2:10 PM**

| NAME | Email | ADDRESS | Package "A" | Package "B" | Lump Sum |
|---|---|---|---|---|---|
| Ahrens Companies | richard@ahrenscompanies.com | 1461 Kinetic Rd<br>Lake Park, FL 33403 | $ 262,710.00 | $ 219,983.00 | $ 482,693.00 |
| Boromei Construction, Inc | melissa@boromeiconstruction.com | 420B NW 3rd St.,<br>Okeechobee, FL 34972 | $ 235,475.00 | $ 219,412.00 | $ 454,887.00 |
| Florida Design Contractors | tclarke@floridadesigncontractors.com | 1326 South Killian Drive<br>Lake Park, FL 33403 | $ 450,000.00 | $ 331,621.00 | $ 781,621.00 |
| Walker Design & Construction | patrick@walkerdc.com | 2723 Pinewood Avenue<br>West Palm Beach, FL 33407 | $ 182,896.00 | $ 202,120.00 | $ 385,016.00 |

ECKLER ENGINEERING, INC.

June 11, 2021 (Sent via email to wsanchez@vpsfl.org)
400-083_85.01

Mr. Walter Sanchez
Public Service Project Manager
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Recommendation of Award
Bid No. 2021B-008
Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building

The Village of Palm Springs received, opened, and read aloud bids for the Main WTP Equipment Storage Building & Kirk Road Pipe and Materials Building on June 9 at 2:00 P.M. Four bids were received ranging in price from $385,016.00 to $781,621.00. The apparent low bid was submitted by Walker Design & Construction.

The bid packages were reviewed and evaluated per the requirements of the bid documents as follows:

Walker Design & Construction Co.

The bid package submitted by the apparent low bidder was reviewed first. Per our review and evaluation, we note the following item(s) as incomplete or not provided in accordance with the bid documents:

1. Pollution Liability was not provided on the submitted insurance certificate per Section 00520 – Agreement, Article 10.10.

In accordance with Specification Section 00200 – Instructions to Bidders, page 8, article 19.01, the Owner reserves the right to waive any and all informalities not involved with price, time, or changes in the work. Based on this Specification Article, we continue the evaluation process of the bidder's qualifications and experience.

Walker Design & Construction Co. has successfully completed projects similar to the bid scope and works with both municipalities and developers. Based on submitted past performance references, they are qualified to complete this project per the drawings and specifications.

Three of the references provided in the bid submittal documentation were contacted and interviewed by Eckler Engineering. In general, the references' responses were all satisfactory.

Based on the evaluation above, we recommend the Village exercise its right as Owner to waive the incomplete items above. Insurance coverage is usually finalized during the contract award period and they can submit insurance specific to this project at that time. Therefore, we determined this bid complete and consider Walker Design & Construction Co. the lowest responsible and responsive bidder. **Eckler Engineering recommends the award of construction contract to Walker Design & Construction Co. in the amount of $385,016.00.** This amount is less than the Engineer's published estimate of $417,000.00.



*4700 RIVERSIDE DRIVE, SUITE 110*
*CORAL SPRINGS, FL 330367*
*954/510-4700*
*FAX 954/755-2741*

A certified bid tabulation has been attached for you review. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An “X” indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project. Also attached is the reference checks for the low bidder.

If you have any questions or require additional information pertaining to this recommendation of award or the project in general, please do not hesitate to contact me.

Sincerely,

Chase Dickinson

Chase Dickinson, P.E.

Encl.

Y:\Documents\Village\400-085.01 Main WTP Equipment Storage Building\Bid 2021B-008 Evaluation and Recommendation of Award\Recommendation of Award.docx



*4700 RIVERSIDE DRIVE, SUITE 110*
*CORAL SPRINGS, FL 330367*
*954/510-4700*
*FAX 954/755-2741*

**BID TABULATION**
**MAIN WTP EQUIPMENT STORAGE BUILDING &**
**KIRK ROAD PIPE & MATERIAL STORAGE BUILDING**
**VILLAGE OF PALM SPRINGS**
**BID NO. 2021B-008**

Bids Received: May 26, 2021 Time: 2:00 P.M
Bid Opening: June 9, 2021

| Bidder | 00400 | 00410 | 00430 | 00431 | 00440 | 00451 | 00452 | 00453 | 00454 | 00455 | 00456 | Qualifications (00200, 3.1 thru 3.4) | Insurance | Addenda | Affidavit (Bonding Company) | Bid Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Walker Design & Construction<br>Boca Raton, FL | X | X | X | X | X | X | X | X | X | X | X | X | INC | X | X | $385,016.00 |
| Ahrens Enterprises<br>Lake Park, FL | X | X | X | X | X | X | X | X | X | X | X | X | INC | X | X | $482,332.00 |
| Boromei Construction<br>Okeechobee, FL | X | X | X | X | X | X | X | X | X | X | X | X | INC | X | X | $482,693.00 |
| Florida Design Contractors<br>West Palm Beach, FL | X | X | X | X | X | X | X | X | X | X | X | X | INC | X | X | $781,621.00 |

Notes:

1. Abbreviations:
   X = Necessary documents were submitted NR = Not Received INC = Incomplete N/A = Not Applicable

Chase Dickinson, P.E.

CONTRACT DOCUMENTS

# MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIALS STORAGE BUILDING

## BID NO.: 2021B-008

## VILLAGE OF PALM SPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT :
ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 • CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803

BID SET

PROJ NO: 400-085/83.01
DATE: APRIL 1, 2021

**CONTRACT DOCUMENTS**

**for the construction of the**

# MAIN WATER TREATMENT PLANT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

**for the**

**VILLAGE OF PALM SPRINGS**

*** * * * ***

**CONSISTING OF:**

**BIDDING REQUIREMENTS**

**CONTRACT FORMS**

**CONDITIONS OF THE CONTRACT**

**DRAWINGS/SPECIFICATIONS**

*** * * * ***

**ECKLER ENGINEERING, INC.**
**4700 Riverside Drive, Suite 110**
**Coral Springs, Florida 33067**
**CA No. 7803**

**April 1, 2021**

**Project No. 400-085/83.01**

**Eckler Engineering, Inc.**
**4700 Riverside Drive, Suite 110**
**Coral Springs, FL 33067**
**CA 7803**

_____
**Douglas K. Hammann, P.E., 50589**
**General, Civil**

**WGI, Inc.**
**2035 Vista Parkway**
**West Palm Beach, FL, 33411**
**CA 6091**

_____
**Jeffrey R. Bergmann, P.E., 50159**
**Structural**

**SECTION 00020**

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# BIDDING REQUIREMENTS

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

**ITB NO. 2021B-008**
**MAIN WTP EQUIPMENT STORAGE BUILDING AND**
**KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING**

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Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 29, 2021**

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

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**ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida general contractor license number (provide current copy).

C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 – Qualification Statement, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as utility structure improvement of similar size and complexity.

E. Current Certificate of Insurance per the requirements of Section 00520 – Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and

submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

**ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 Not Used.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

**ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

**ARTICLE 14 – BASIS OF BID**

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total

will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission Checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 Scrutinized Companies
Certificate of Insurance

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 22 – SALES AND USE TAXES**

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

END OF SECTION

**SECTION 00400**

**BID SUBMISSION CHECKLIST**

Project Name: MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

Bid Number: 2021B-008

Bidder's Name: _____

The following items must be submitted in the following order with your bid:

1. ☐ Completed Section 00400 - Bid Submission Checklist.

2. ☐ Completed Section 00410 - Bid Form.

3. ☐ Completed Section 00430 - Bid Bond, complete with Power of Attorney.

4. ☐ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.

5. ☐ Completed Section 00440 – Florida Trench Safety Act Certification.

6. ☐ Completed Section 00451 –Qualifications Statement.

7. ☐ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years

8. ☐ Completed Section 00453 - Non-Collusive Affidavit.

9. ☐ Completed Section 00454 - Drug-Free Workplace.

10. ☐ Completed Section 00455 - Public Entity Crimes.

11. ☐ Completed Section 00456 – Scrutinized Companies.

12. ☐ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.

13. ☐ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.

14. ☐ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

# SECTION 00410

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Village of Palm Springs**
**226 Cypress Lane**
**Palm Springs, FL 33461**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| **Addendum No.** | **Addendum Date** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| 1. Main Water Treatment Plant Equipment Storage Building (Bid Package "A") | |
|---|---|
| 1A. Lump Sum Bid Price | $ |
| 2A. Lump Sum Contingency Allowance | $ 20,000.00 |
| Sub-Total | $ |

| 1. Kirk Road Pipe and Material Storage Building (Bid Package "B") | |
|---|---|
| 1A. Lump Sum Bid Price | $ |
| 2A. Lump Sum Contingency Allowance | $ 20,000.00 |
| Sub-Total | $ |

**Total of Lump Sum Price** $ _____

_____

(written)

5.02 Bid Amount for Add/Alternate Items

A. The following item(s) shall be bid separate from the Total Lump Sum Bid Price above. Provide the amount to be included, and or (decreased), in the Lump Sum Bid if the following item(s) are constructed. See Specification Section 01010 – Summary of Work for a description of the Add/Alternate items.

| | |
|---|---|
| Add/Alternate Item No. 1: None | $ N/A |

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 270 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project;

F. Contractor's License Number;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00200 – Instructions to bidders, page 8, Article 15.04.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
*[Signature]* _____

*[Printed name]* _____
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]* _____

*[Printed name]* _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
*(where applicable)*

*NOTE TO USER:  Use in those states or other jurisdictions where applicable or required.*

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID
Bid Due Date:
Description: MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| _____ (Seal) | _____ (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| Title | Title |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary*.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

| | **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|---|
| (1) | | |
| (2) | | |
| (3) | | |
| (4) | | |
| (5) | | |
| (6) | | |
| (7) | | |

(Add additional pages as needed.)

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ _____ |
| 2. Special Shoring | $ _____ |

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

## QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: _____

Address: _____

_____

_____

**2. SUBMITTED TO:** _____

**3. SUBMITTED FOR:** _____

Owner: _____

Project Name: _____

_____

_____

_____

**TYPE OF WORK:** _____

_____

_____

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: _____

Title: _____

Phone: _____

Email: _____


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**5. AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____


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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____


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## 7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

## 9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____


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***NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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# SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| | | | |
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**EJCDC® C-451, Qualifications Statement.**
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The_____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building**," the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is_____(officer's title) of_____(company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the _____ day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

# PART 2




# CONTRACT FORMS

# NOTICE OF AWARD

Date of Issuance:

Owner: Village of Palm Springs

Owner's Task Order No.: 261 & 260

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-085.01

Project: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building

Contract Name: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Main Water Treatment Plant Equipment Storage Building and the Kirk Road Pipe and Material Storage Building as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new prefabricated metal building, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building.**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 270 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 300 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| **Unit Price Work** | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | Not Applicable | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ N/A |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
    a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages _1__ to _65__, inclusive).

6. Supplementary Conditions (pages _1__ to _10__, inclusive).

7. Specifications as listed in the table of contents of the Project Manual dated August 27th, 2020.

8. Drawings (not attached but incorporated by reference) consisting of _23__ sheets with each sheet bearing the following general title: Main Water Treatment Plant Equipment Storage Building – Bid Package "A", April 1, 2021.

9. Drawings (not attached but incorporated by reference) consisting of _23__ sheets with each sheet bearing the following general title: Kirk Road Pipe and Material Storage Building – Bid Package "B", April 1, 2021

10. Addenda (numbers ___ to ___, inclusive).

11. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages ___ to ___, inclusive).

12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

   a. Bodily Injury:
      Each Person $500,000
      Each Accident $1,000,000
   b. Property Damage:
      Each Incident $1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

   a. Excess or Umbrella Liability
      1) General Aggregate $5,000,000
      2) Each Occurrence $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

   a. Contractor's Pollution Liability
      1) General Aggregate $2,000,000
      2) Each Occurrence $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.11 *Audit By Village*

A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | CONTRACTOR: |
|---|---|
| By: _____ | By: _____ |
| Title: Mayor | Title: _____ |
| | *(Seal)* |
| Attest: _____ | Attest: _____ |
| Title: Village Clerk | Title: Notary Public |
| Approved as to Form: _____ | |
| Title: Village Attorney | |
| Address for giving notices: | Address for giving notices: |
| 226 Cypress Lane | _____ |
| Palm Springs FL, 33461 | _____ |
| _____ | _____ |
| | License No.: _____ *(where applicable)* |

# NOTICE TO PROCEED

| | |
|---|---|
| Owner: Village of Palm Springs | Owner's Task Order No.: 261 & 261 |
| Contractor: | Contractor's Project No.: |
| Engineer: Eckler Engineering, Inc. | Engineer's Project No.: 400-085.01 |
| Project: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building | Contract Name: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building |
| | Effective Date of Contract: |

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:
*[Note any access limitations, security procedures, or other restrictions]*

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

# PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: **Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.


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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:


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# PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description: **Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building**

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.


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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:


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# PART 3




# CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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**EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract.**
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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer


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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.


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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.


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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.


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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.


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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and


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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or


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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,


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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.


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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.


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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.


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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part


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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.


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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,


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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after


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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.


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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.


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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.


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## ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is


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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).


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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result


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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.


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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).


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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.


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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the


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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall only be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and


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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.


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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and


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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.


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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.


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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work


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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;


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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or


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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to


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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.


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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.


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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop


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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.


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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.


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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.


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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during


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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.


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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an


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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on


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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under


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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.


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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim


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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable


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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes


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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.


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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.


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## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to


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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.


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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will


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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:


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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or


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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount


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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.


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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of


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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,


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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.


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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,


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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for


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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.


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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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# SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

*SC-1.01 Defined Terms*

**SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

**SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.**

## ARTICLE 2 – PRELIMINARY MATTERS

*SC-2.01 Delivery of Bonds and Evidence of Insurance*

**SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:**

**B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

**SC-2.01 Delete Paragraphs 2.01 C. in its entirety.**

*SC-2.03 Before Starting Construction*

**SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:**

**At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review**

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

*SC-4.01 Commencement of Contract Times; Notice to Proceed*

**SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:**

**A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.**

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.01 Availability of Lands*

**SC-5.01 Add the following to the end of paragraph 5.01.C:**

**Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.**

*SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

**A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

*SC-5.06 Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

**A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**

**B. Not Used.**

**SC-5.06 Delete Paragraph 5.06 I. in its entirety.**

**SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"**

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.01 Performance, Payment, and Other Bonds*

**SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:**

**B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the**

**current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.**

*SC-6.02 Insurance—General Provisions*

**SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:**

**1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.**

**SC-6.02 Delete Paragraph 6.02 D. in its entirety.**

**SC-6.02 Add the following paragraphs immediately after Paragraph 6.02.J:**

**K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.**

**L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.**

**M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.**

**N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.**

**O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.**

**SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:**

**14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;**

**15. include by express endorsement coverage of damage to Contractor's equipment.**

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

**SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday or Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:**

**New Year's Day (January 1)**
**Martin Luther King Jr. Day (3rd Monday in January)**
**President's Day (3rd Monday in February)**
**Good Friday**
**Memorial Day (Last Monday of May)**
**Independence Day (July 4)**
**Labor Day (1st Monday of September)**
**Veteran's Day (November 11)**
**Thanksgiving Day (4th Thursday of November)**
**Day After Thanksgiving (4th Friday of November)**
**Christmas Eve (December 24)**
**Christmas Day (December 25)**
**New Year's Eve (December 31)"**

**SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

**Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

**SC-7.07 Delete Paragraph 7.07 B. in its entirety.**

*SC-7.11 Record Documents*

**SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:**

**Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.**

*SC-7.12 Safety and Protection*

**SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:**

**4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,**

**claims, or potential claims shall be reported promptly to Owner.**

*SC-7.16 Shop Drawings, Samples, and Other Submittals*

**SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:**

**2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).**

*SC-7.18 Indemnification*

**SC-7.18 Delete in its entirety**

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

*SC-9.02 Replacement of Engineer*

**SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ",provided the Contractor makes no reasonable objection."**

*SC-9.11 Evidence of Financial Arrangements*

**SC-9.11 Delete in its entirety**

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

**B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

**1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**

**2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**

**3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**

**4. Liaison:**

**a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in**

**providing information regarding the provisions and intent of the Contract Documents.**

**b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

**c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**

**5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

**6. Shop Drawings and Samples:**

a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

**b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

**c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**

**7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

**8. Review of Work and Rejection of Defective Work:**

**a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

**b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

**9. Inspections, Tests, and System Start-ups:**

**a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

**b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

10. **Records:**

    a. **Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**

13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**

**c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

**C. The RPR shall not:**

**1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**

**2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.**

**3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**

**4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**

**5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**

**6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

**7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

**8. Authorize Owner to occupy the Project in whole or in part.**

**ARTICLE 12 – CLAIMS**

*SC-12.01 Claims*

**SC 12.01.B** **Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".**

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*SC-13.01 Cost of the Work*

**SC 13.01.B.5.c** **Add the following to the end of Paragraph 13.01.B.5.c:**

**In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.**

**SC 13.01.B.5.f** **Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."**

**SC 13.01.B.5.i** **Add the following new paragraphs immediately after paragraph 13.01.B.5.i:**

**j. The cost of compliance with current local, state and federal safety regulations.**

*SC-13.03 Unit Price Work*

**SC 13.03.E** **Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

**E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:**

**1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and**

**2. if there is no corresponding adjustment with respect to any other item of Work; and**

**3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.**

**SC 13.03.E** **Add the following new paragraphs immediately after Paragraph 13.03.E:**

**F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.**

**ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

*SC-14.02 Tests, Inspections, and Approvals*

**SC 14.02.A Add the following to the end of Paragraph 14.02.A:**

**Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.**

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

*SC-15.01 Progress Payments*

**SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:**

**Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.**

*SC-15.01 Progress Payments*

**SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:**

**After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.**

*SC-15.03 Substantial Completion*

**SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

**1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

# PART 4

# MISCELLANEOUS DOCUMENTS

# Contractor's Application for Payment No.

| | | |
|---|---|---|
| | Application Period: | Application Date: |
| To (Owner): | From (Contractor): | Via (Engineer): |
| Project: | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

| | |
|---|---|
| **1. ORIGINAL CONTRACT PRICE** | **$** |
| **2. Net change by Change Orders** | **$** |
| **3. Current Contract Price (Line 1 ± 2)** | **$** |
| **4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)** | **$** |
| **5. RETAINAGE:** | |
| **a. X _____ Work Completed** | **$** |
| **b. X _____ Stored Material** | **$** |
| **c. Total Retainage (Line 5.a + Line 5.b)** | **$** |
| **6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** | **$** |
| **7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** | **$** |
| **8. AMOUNT DUE THIS APPLICATION** | **$** |
| **9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)** | **$** |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

| | |
|---|---|
| By: | Date: |

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)


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# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs
Contractor:
Engineer: Eckler Engineering, Inc.
Project: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building

Owner's Task Order No. 261
Contractor's Project No.:
Engineer's Project No.: 400-085.01
Contract Name: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

## Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities:
☐ None
☐ As follows

Amendments to Contractor's responsibilities:
☐ None
☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| EXECUTED BY ENGINEER: | RECEIVED: | RECEIVED: |
|---|---|---|
| By: _____ (Authorized signature) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ |

**Work Change Directive No.**

| | |
|---|---|
| Date of Issuance: | Effective Date: |
| Owner: Village of Palm Springs | Owner's Task Order No.: 261 & 260 |
| Contractor: | Contractor's Project No.: |
| Engineer: Eckler Engineering, Inc. | Engineer's Project No.: 400-085.01 |
| Project: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building | Contract Name: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building |

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: | By: | By: |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: | Title: | Title: |
| Date: | Date: | Date: |

Approved by Funding Agency (if applicable)

By: Date:

Title:

**Change Order No.** _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 261 & 260
Contractor:
Contractor's Project No.:
Engineer: Eckler Engineering, Inc.
Engineer's Project No.: 400-085.01
Project: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building
Contract Name: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

| **CHANGE IN CONTRACT PRICE** | **CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]* |
|---|---|
| Original Contract Price:<br>$_____ | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>$_____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] of this Change Order:<br>$_____ | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| Contract Price incorporating this Change Order:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title _____ | Title _____ |
| Date: _____ | Date _____ | Date _____ |

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

**Field Order No.** _____

| | |
|---|---|
| Date of Issuance: | Effective Date: |
| Owner: Village of Palm Springs | Owner's Task Order No.: 261 & 260 |
| Contractor: | Contractor's Project No.: |
| Engineer: Eckler Engineering, Inc. | Engineer's Project No.: 400-085.01 |
| Project: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building | Contract Name: Main Water Treatment Plant Equipment Storage Building and Kirk Road Pipe and Material Storage Building |

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

| ISSUED: | RECEIVED: |
|---|---|
| By: _____ Engineer (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Copy to: Owner

# PART 5




# SPECIFICATIONS

**SECTION 01010**

**SUMMARY OF WORK**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. All of the work under this contract is located at the following Village of Palm Springs Facilities:

1. Main Water Treatment Plant (Bid Package "A"), 360 Davis Rd, Palm Springs, Florida, 33461.

2. Utility Maintenance Building (Bid Package "B"), 2400 Kirk Road, Palm Springs, Florida, 33461.

B. Furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

C. Perform the work complete, in place, and ready for continuous service, and include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR whether specifically indicated in the Contract Documents or not.

E. Comply with all Municipal, County, State, Federal, and other codes which are applicable to the proposed construction work.

### 1.02 GENERAL DESCRIPTION OF WORK

A. The project consists of furnishing and erecting one pre-engineered metal storage building at the Utility Maintenance facility on Kirk Road and one pre-engineering metal storage building at the Main Water Treatment Plant.

### 1.03 DETAILED DESCRIPTION OF COMPONENTS

A. Demolition and site preparation per drawings.

B. Furnish and install concrete foundations for new metal buildings.

C. Furnish and install pre-engineered metal storage building, complete.

D. Sitework inclusive of foundation preparation, concrete pavement restoration, and site cleanup.

E. Provide all required survey work for layout, construction and record data.

F. Coordinate and complete all permitting as specified herein.

G. Provide all required record drawings and other record documents.

H. Professional preconstruction audio/video tape of existing conditions of project site as specified.

I. Provide all surface restoration work as shown on the drawings and as specified including but not limited to sod replacement, site cleanup and replacement of fences, mailboxes, signage, trees and shrubs as required.

J. Surface preparation and painting of all surfaces as specified.

K. NPDES Generic Construction Permit Compliance.

L. All other required work whether implied or incidental to the proper completion of the project.

**1.04 CONTRACT TIME**

A. Contract times as specified in the Bid form and Agreement are as follows:

1. Substantial Completion = 270 calendar days from Notice to Proceed.
2. Final Completion = 30 calendar days from Date of Substantial Completion.

**1.05 ALLOWANCES**

A. The CONTRACTOR shall include in the Bid, the Lump Sum allowances itemized below to establish a fund which shall be used only by the CONTRACTOR with the specific approval of the ENGINEER to pay the cost of items not called for in these Specifications which cannot be anticipated at the time of Bidding. Payment for items of allowance shall be made in accordance with Article 11 of the General Conditions. Any unused balance of allowance shall revert to the OWNER upon completion of the Work.

| BID ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| 1A. | Miscellaneous Work Allowance – Main WTP | $20,000.00 |
| 2A. | Miscellaneous Work Allowance – Kirk Road | $20,000.00 |
| | TOTAL | $40,000.00 |

B. Additional contract time for providing miscellaneous work shall be as requested by CONTRACTOR and as approved by OWNER and ENGINEER.

## 1.06 PERMITS

A. The OWNER has obtained permits for the design and construction of these facilities from the following agencies:

1. None required.

B. Pursuant to the Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must apply for, obtain and pay prior to or during this project are as follows:

1. Palm Springs Building Permit.

2. Register with Palm Springs Building Department, fees waived.

3. The CONTRACTOR shall verify all requirements, obtain and pay for all permits required for the demolition and disposal work required by this project.

4. NPDES Generic Construction Permit. CONTRACTOR shall verify requirements, obtain and pay for all required permits.

5. Other permits may also be required for the Work from local, County, State or Federal authorities.

6. All associated permit fees (where not waived) shall be paid by the CONTRACTOR. Permit fees shall be reimbursed by payment through the Contract Miscellaneous Work Allowance.

7. ENGINEER shall furnish all required signed/sealed drawings necessary for permit submittals at the CONTRACTOR's request.

## 1.07 SPECIAL PROJECT CONSIDERATIONS

A. Work associated with this project must not adversely impact services to the Village of Palm Springs' residents. As a result, CONTRACTOR must coordinate the work to meet the following conditions:

1. Access to site or other VILLAGE facilities shall not be obstructed by CONTRACTOR.

B. Individual purchase orders will be issued for each location as follows:

1. Kirk Road Pipe and Material Storage Building (TO# 260).

2. Main Water Treatment Plant Equipment Storage Building (TO# 261).

Contractor will be required to submit separate pay applications for each location.

**1.08 ALTERNATE ITEMS**

A. The OWNER may require the following alternate items in the event they become necessary for the successful completion of this project:

1. None.

B. Alternate item(s) shall not be included or utilized in the bid evaluation process. If alternates are to be accepted, they will be added prior to the recommendation of award based on available funding at the time.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

CONTRACT DOCUMENTS

BID SET

# (BID PACKAGE "A")
# MAIN WATER TREATMENT PLANT EQUIPMENT STORAGE BUILDING

FOR THE

## VILLAGE OF PALM SPRINGS, FLORIDA

**ECKLER ENGINEERING, INC.**
*CONSULTANTS*

SURVEYING:
AVIROM AND ASSOCIATES, INC.-CA NO. LB3300
50 SW 2ND AVENUE, SUITE 102
BOCA RATON, FL. 33432

GEOTECHNICAL:
NUTTING ENGINEERS OF FLORIDA INC. - CA NO. 606
1310 NEPTUNE DRIVE
BOYNTON BEACH, FL 33426

STRUCTURAL:
WGI INCORPORATED - CA NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

VILLAGE OFFICIALS

| | |
|---|---|
| BEV SMITH | MAYOR |
| PATTI WALLER | VICE MAYOR, DISTRICT 2 |
| GARY M. READY | MAYOR PRO TEM, DISTRICT 3 |
| DOUG GUNTHER | COUNCIL MEMBER, DISTRICT 1 |
| JONI BRINKMAN | COUNCIL MEMBER, DISTRICT 4 |
| RICHARD J. READE | VILLAGE MANAGER |
| RONALD R. EYMA, P.E. | PUBLIC SERVICE DIRECTOR |

Sunshine State 811 One Call

CALL 811 OR WWW.SUNSHINE811.COM TWO FULL BUSINESS DAYS BEFORE DIGGING TO HAVE UTILITIES LOCATED AND MARKED.

*CHECK POSITIVE RESPONSE CODES BEFORE YOU DIG!*

BID NO.: 2021B-008


FOR INFORMATION REGARDING THIS PROJECT CONTACT :

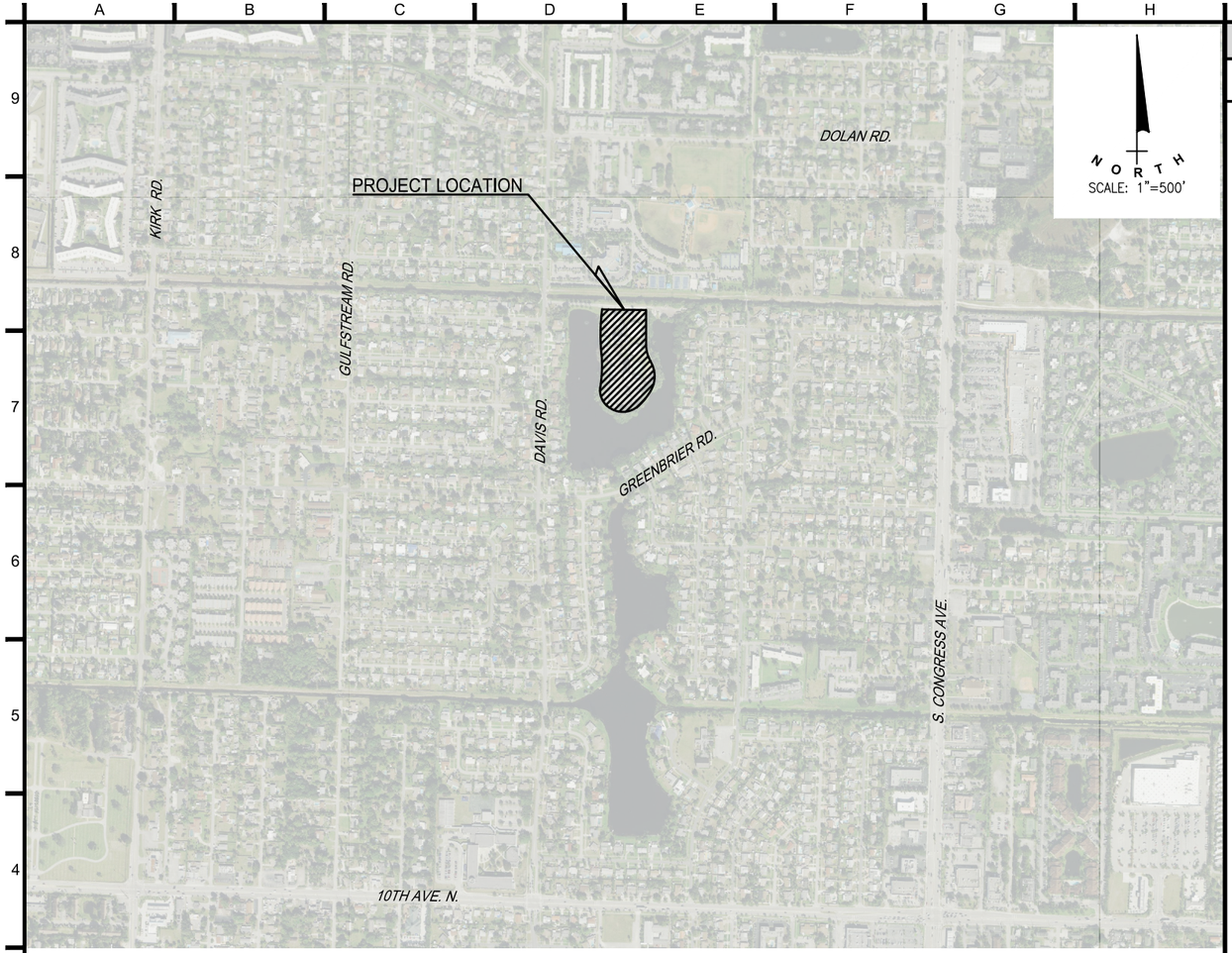
**ECKLER ENGINEERING, INC.**
**4700 RIVERSIDE DRIVE, SUITE 110**
**CORAL SPRINGS, FL. 33067**
**PH. (954) 510-4700**
**CA NO. 7803**

DOUGLAS K. HAMMANN, P.E. 50589
GENERAL, CIVIL

SUHENDI WIDJAJA, P.E. 74108
STRUCTURAL


| DWG NO. | SHEET |
|---|---|
| 1 | G-00 |
| OF 23 | PROJ. NO. 400-085.01 |
| DATE | APRIL 01, 2021 |


File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-01; Plotted @: 4/20/2021 4:48:06 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Design Milestone: BID SET




## PROJECT LOCATION MAP

LOCATION: 360 DAVIS ROAD
PALM SPRINGS, FL 33461

FEMA FLOOD ZONE: AREA SUBJECTED TO TWO DIFFERENT FLOOD ZONES:

- ZONE X- AREA OF MINIMAL FLOOD HAZARD
- ZONE AE - 1% CHANCE ANNUAL FLOOD HAZARD

PARCEL ID NO.: 70-43-44-18-09-090-0010

## INDEX TO DRAWINGS


| DWG NO. | | TOTAL DWGS | | SHEET DESCRIPTION |
|---|---|---|---|---|
| | | | | **GENERAL** |
| 1 | OF | 23 | G-00 | COVER SHEET |
| 2 | OF | 23 | G-01 | PROJECT LOCATION MAP AND DRAWING INDEX |
| 3 | OF | 23 | G-02 | GENERAL NOTES AND LEGENDS |
| 4 | OF | 23 | G-03 | ABBREVIATIONS |
| 5 | OF | 23 | G-04 | DESIGN CRITERIA |
| 6 | OF | 23 | G-05 | SPECIFICATIONS (SHEET 1) |
| 7 | OF | 23 | G-06 | SPECIFICATIONS (SHEET 2) |
| 8 | OF | 23 | G-07 | SPECIFICATIONS (SHEET 3) |
| 9 | OF | 23 | G-08 | SPECIFICATIONS (SHEET 4) |
| 10 | OF | 23 | G-09 | SPECIFICATIONS (SHEET 5) |
| 11 | OF | 23 | G-10 | GEOTECHNICAL REPORT (SHEET 1) |
| 12 | OF | 23 | G-11 | GEOTECHNICAL REPORT (SHEET 2) |
| | | | | **SURVEY** |
| 13 | OF | 23 | SUR-1 | SITE SURVEY AND SOIL BORING LOCATIONS |
| | | | | **CIVIL** |
| 14 | OF | 23 | C-01 | DEMOLITION PLAN |
| 15 | OF | 23 | C-02 | OVERALL SITE PLAN |
| 16 | OF | 23 | C-03 | SITE PLAN (EAST BLDG) |
| 17 | OF | 23 | C-04 | SPECIFIC DETAILS – CIVIL |
| 18 | OF | 23 | CD-01 | STANDARD DETAILS – CIVIL |
| | | | | **STRUCTURAL** |
| 19 | OF | 23 | S-01 | GENERAL STRUCTURAL NOTES AND LEGENDS |
| 20 | OF | 23 | S-02 | FOUNDATION AND FLOOR PLAN |
| 21 | OF | 23 | S-03 | BUILDING ROOF PLAN |
| 22 | OF | 23 | S-04 | STRUCTURAL ELEVATIONS |
| 23 | OF | 23 | S-05 | SPECIFIC DETAILS – STRUCTURAL |



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

PROJECT LOCATION MAP AND DRAWING INDEX

DWG NO. 2 OF 23
SHEET G-01
PROJ. NO. 400-085.01
DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-02.dwg; Plotted @: 4/20/2021 4:48:23 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET


BID SET

# GENERAL NOTES

1) ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE:
   - FLORIDA BUILDING CODE - 2017, 6TH EDITION
   - VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT
   - DEPARTMENT OF TRANSPORTATION
   - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   - AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE
2) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
3) ALL ELEVATIONS ON THE DRAWINGS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS NOTED OTHERWISE.
4) THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A UTILITY LOCATION SERVICE SUCH AS "SUNSHINE STATE ONE CALL OF FLA, INC." AT (800) 432-4770 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
5) EXISTING UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
6) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
7) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
9) THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE EXISTING SYSTEMS ALL AS SHOWN ON THE DRAWINGS. THE COST FOR THIS WORK AND FOR THE ACTUAL CONNECTION TO THE EXISTING SYSTEMS SHALL BE INCLUDED IN THE BID PRICE FOR THE PROJECT AND SHALL NOT RESULT IN ANY ADDITIONAL COST TO THE OWNER.
10) CONTRACTOR MUST PROVIDE FOR AND MAINTAIN ADEQUATE ACCESS AT ALL TIMES TO ALL BUSINESSES AND RESIDENCES AFFECTED BY PROGRESS OF THE WORK.
11) PROJECT SITE SAFETY:
   A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
   B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
   C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
12) ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-55.320(21)(B)3, F.A.C.
13) ALL OPEN-CUT PIPE LAYING OPERATIONS SHALL BE COMPLETED IN DRY TRENCH EXCAVATIONS PER SPECIFICATIONS.
14) STANDARD SEPARATION STATEMENT:
   A. MAINTAIN A MINIMUM THREE (3) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND VACUUM SEWER, STORM SEWER, OR RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610.
   B. MAINTAIN A MINIMUM SIX (6) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND GRAVITY SEWER, PRESSURE-TYPE SANITARY SEWER, OR RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610.
   THIS DISTANCE CAN BE REDUCED TO THREE (3) FOOT HORIZONTAL DISTANCE WHEN EITHER PIPE IS ENCLOSED IN A WATERTIGHT CASING OR CONCRETE; AND WHEN WATER MAINS ARE LOCATED AT LEAST SIX (6) INCHES ABOVE GRAVITY SEWER MAINS.
   C. MAINTAIN A MINIMUM TEN (10) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   D. MAINTAIN SIX (6) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   E. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS BELOW VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   F. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE OR BELOW PRESSURE-TYPE SANITARY SEWER, FORCE MAIN, OR RECLAIMED WATER MAINS.
15) ALL FUEL, PAINT OR OTHER SUCH REGULATED SUBSTANCES STORED OR USED ON SITE BY CONTRACTOR SHALL BE DONE SO IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT.

# HATCH LEGEND

EXIST PROP

- DEMOLITION
- CAST IN PLACE CONCRETE
- LIGHTWEIGHT CONCRETE / GROUT
- EARTH
- INSULATION
- INSULATING CONCRETE
- GRAVEL
- SODDED AREA (RESTORATION)
- LIMEROCK BASE (ASPHALT)
- PEA ROCK FILL
- EXISTING ASPHALT PAVING
- EXISTING ASPHALT TO BE DEMOLISHED
- ASPHALT MILLING AND OVERLAY
- PROPOSED ASPHALT PATCH
- CMU BLOCK (ELEVATION VIEW)
- STEEL
- GRATING
- DIAMOND PLATE
- CHAINLINK FENCE
- EXPANDED METAL

# GENERAL LEGEND

- R/W LINE
- PROPERTY LINE OR LOT LINE
- CENTERLINE
- NEW FENCE LINE
- EXISTING FENCE LINE (METAL)
- EXISTING FENCE LINE (WOOD)
- EXISTING FENCE LINE (CHAIN LINK)
- EASEMENT LINE
- SECTION LINE
- CENTERLINE & PROJECT BASELINE W/ STATIONING (17+00)
- ADDRESS NUMBER W/ LOT & BLOCK NUMBERS (LOT 15 / BLOCK 5 / 1030)
- BORING LOCATION & DESIGNATION (B-1)
- EXISTING SPOT ELEVATION (16.40)
- PROPOSED SPOT ELEVATION (×10.25)
- COORDINATE CALLOUT NUMBER (84 / +84)
- EXISTING CONTOUR LINE (16)
- PROPOSED CONTOUR LINE (16)
- EXISTING BURIED ELEC CONDUIT W/ JUNCTION BOX (BE)
- EXISTING STORM SEWER, CATCH BASIN AND MANHOLE (24"SS)
- NEW STORM SEWER W/ LENGTH, SIZE & PIPE MATERIAL (50'-24"RCP)
- NEW CATCH BASIN W/ DESIGNATION (INLET A / TYPE C-4)
- NEW MANHOLE WI/ DESIGNATION (MH-34)
- OVERHEAD WIRE (OW)
- BENCH MARK & DATA (FD. P.C.P. / BM-46 / EL.=13.44 / STA. 12+73.10)
- DIRECTION OF ELEVATION VIEW AND PHOTO DESIGNATION (LOCATION PHOTO TAKEN FROM) (A / C-11)

# TREE / LANDSCAPE DETAIL DESIGNATION

EXISTING TREE LEGEND

- BLACK OLIVE
- BOTTLE BRUSH
- CABBAGE PALM
- CYPRESS
- FICUS
- MAHOGANY
- MELALEUCA
- OAK
- PALM
- ROYAL PONSETTIA
- SCHEFALERA (UMBRELLA)
- SHRUB
- SILVER BUTTONWOOD
- SLASH PINE
- UNKNOWN SPECIES

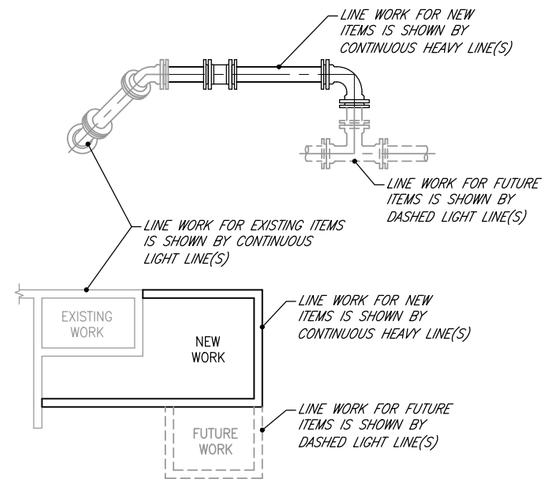
PROPOSED TREE / HEDGE LEGEND

- NEW SHADE TREE
- DENOTES TREE TO BE REMOVED, CONTRACTOR SHALL OBTAIN PERMITS AS REQUIRED
- NEW PALM TREE
- MULCHED BEDDING AREA OF SMALL PLANTS/SHRUBS AS SPECIFIED

NEW TREE OR SHRUB DESIGNATION

XX — QUANTITY AT LOCATION
XXX — PLANT LIST KEY (SEE SPECIFICATION)

# EXISTING, NEW AND FUTURE DESIGNATION




THIS CONVENTION APPLIES TO ALL WORK DISCIPLINES. (CIVIL, ARCHITECTURAL MECHANICAL, INSTRUMENTATION & CONTROL AND ELECTRICAL)


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

GENERAL NOTES AND LEGENDS

DWG NO. 3 OF 23
SHEET G-02
PROJ. NO. 400-085.01
DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-03-MULTI.dwg; Plotted @: 4/20/2021 4:48:40 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET


BID SET

# ABBREVIATIONS

| | |
|---|---|
| ∠ | ANGLE |
| ° | DEGREE |
| ± | PLUS / MINUS |
| Ø | DIAMETER |
| & | AND |
| 304SS, 304SST | 304 STAINLESS STEEL |
| 316SS, 316SST | 316 STAINLESS STEEL |
| A.B. | ANCHOR BOLT |
| A.F.S. | ARCHITECTURAL FINISH SURFACE |
| A.R. | ALL AROUND |
| ACT. | ACTUAL |
| ADD'L | ADDITIONAL |
| ADJ | ADJACENT |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AG | AMMONIA GAS (PRESSURE) |
| AGGR | AGGREGATE |
| AL | ALARM |
| ALP | AIR LOW PRESSURE |
| ALT | ALTERNATE |
| ALUM | ALUMINUM |
| ANC | ANCHOR |
| APPD | APPROVED |
| APPROX | APPROXIMATE(LY) |
| ARCH | ARCHITECT |
| ASPH | ASPHALT |
| ASSY | ASSEMBLY |
| AUX | AUXILIARY |
| ℄ | BOUNDARY LINE |
| B.F. | BACK FACE |
| B.L. | BUILDING LINE |
| B.O. | BLOCK-OUT |
| B.O.B. | BOTTOM OF BEAM |
| B.O.F. | BOTTOM OF FOOTING |
| B.O.S. | BOTTOM OF STEEL |
| B/B | BACK TO BACK |
| BEV('D) | BEVEL (ED) |
| BFF | BELOW FINISH FLOOR |
| BFP | BACKFLOW PREVENTER |
| BLDG | BUILDING |
| BLK | BLOCK |
| BLKG | BLOCKING |
| BM | BEAM |
| BOP | BOTTOM OF PIPE |
| BOT | BOTTOM |
| BR | BRASS |
| BRDG | BRIDGING |
| BRG | BEARING |
| BRKT | BRACKET |
| BT | BOLT |
| BTWN | BETWEEN |
| BV, BFV | BUTTERFLY VALVE |
| BWD | BACKWASH DRAIN |
| BWR | BACKWASH RETURN |
| BWS | BACKWASH SUPPLY |
| C | CHANNEL |
| C.G. | CENTER OF GRAVITY |
| C.I.P. | CAST IN PLACE |
| C.J. | CONSTRUCTION JOINT |
| CANT | CANTILEVER |
| CAP. | CAPACITY |
| CBS | CONCRETE BLOCK STRUCTURE |
| CCW | COUNTER CLOCKWISE |
| CE | CONTACTOR EFFLUENT |
| CGV | CHLORINE GAS (VACUUM) |
| CHS | CHEMICAL SLUDGE |
| CI | CAST IRON |
| CJT | CONTRACTION JOINT |
| CL | CENTERLINE |
| CLR | CLEAR OR CLEARANCE |
| CLR | CLEAR |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| COMP | COMPRESSION |
| CONC | CONCRETE / CONCENTRIC |
| CONN(S) | CONNECTION(S) |
| CONST | CONSTRUCTION |
| CONT | CONTINUOUS OR CONTINUATION |
| CONTR | CONTRACTOR |
| COORD | COORDINATE |
| COR, CNR | CORNER |
| COV PL | COVER PLATE |
| CPLG | COUPLING |
| CRS | COLD ROLLED STEEL |
| C.STA | CONTROL STATION |
| CS | CARBON STEEL / CHLORINE SOLUTION |
| CSS | COUNTER SUNK SCREW |
| CT | COARSE THREAD |
| CT.JT., CJ | CONTROL JOINT |
| CTRD | CENTERED |
| CV | CHECK VALVE |
| CVR | COVER |
| CW | CLOCKWISE / CHAIN WHEEL |
| CY | CUBIC YARDS |
| Δ | DELTA |
| D | DEPTH |
| D.B.A. | DEFORMED BAR ANCHOR |
| DBL | DOUBLE |
| DET | DETAIL |
| DI | DUCTILE IRON |
| DIA | DIAMETER |
| DIA / Ø | DIAMETER |
| DIAG | DIAGONAL |
| DIM(S) | DIMENSION(S) |
| DIP | DUCTILE IRON PIPE |
| DISC | DISCONNECT |
| DISTR | DISTRIBUTION |
| DL | DEAD LOAD |
| DR, D | DRAIN |
| DS | DOWNSPOUT |
| DVTL | DOVETAIL |
| DWG(S) | DRAWING(S) |
| DWL(S) | DOWEL(S) |
| ϕ | ELECTRICAL PHASE |
| E.A.O. | EDGE ANGLE OFFSET |
| E/GR | EXISTING GRADE |
| EA | EACH, EXHAUST AIR |
| ECC | ECCENTRIC |
| ECV | ELECTRONIC CONTROL VALVE |
| EF | EACH FACE |
| EJ | EXPANSION JOINT |
| EL, ELEV | ELEVATION |
| ELEC | ELECTRICAL |
| ENGR | ENGINEER |
| ENT | ENTRANCE |
| EOW | EDGE OF WATER |
| EQ | EQUAL (LY) |
| EQ SP | EQUALLY SPACED |
| EQUIP MFRS | EQUIPMENT MANUFACTURER(S) |
| EQUIV | EQUIVALENT |
| EQUP | EQUIPMENT |
| EW | EACH WAY |
| EXIST | EXISTING |
| EXP,EXPAN | EXPANSION |
| EXT | EXTERIOR |
| EXTEN | EXTENSION |
| ℄ | FLOW LINE |
| F | FULLY THREADED |
| F.S. | FAR SIDE |
| F/F | FACE TO FACE |
| F/GR | FINISH/FINAL GRADE |
| FABR | FABRICATOR |
| FE | FILTER EFFLUENT |
| FF, F/F | FINISH FLOOR |
| FH | FLAT HEAD |
| FI | FAIL INTERMEDIATE, FILTER INFLUENT |
| FIN | FINISH(ED) |
| FL | FLUORIDE |
| FLG | FLANGE |
| FM | FORCE MAIN |
| FND | FOUNDATION |
| FND O.D. | FOUNDATION OUTSIDE DIAMETER |
| FNDR | FENDER (WASHER) |
| FP | FIREPROOF(ING) / FIELD PANEL |
| FR | FRESH RESIN |
| FT | FINE THREAD, FULLY THREADED |
| FTG | FOOTING |
| F.V. | FIELD VERIFY |
| FTW | FILTER TO WASTE |
| FW | FLAT WASHER, FINISHED WATER |
| G, GR | GRADE |
| GA | GAGE OR GAUGE |
| GALV, GV | GALVANIZED |
| GC | GENERAL CONTRACTOR |
| GI | GALVANIZED IRON |
| GOVT | GOVERNMENT |
| GPH | GALLONS PER HOUR |
| GPM | GALLONS PER MINUTE |
| GR | GRADE |
| GR BM | GRADE BEAM |
| GND | GROUND |
| GS | GALVANIZED STEEL |
| GSP | GALVANIZED STEEL PIPE |
| GST | GROUND STORAGE TANK |
| GV | GATE VALVE |
| H | HEIGHT |
| H.P. | HIGH POINT |
| H.S. | HEADER STUDS |
| HD | HEAD |
| HDD | HORIZONTAL DIRECTIONAL DRILL |
| HDW | HARDWARE |
| HHMB | HEX HEAD MACHINE BOLT |
| HK | HOOK |
| HMI | HUMAN MACHINE INTERFACE |
| HN&WA | HEX NUT & WASHER |
| HORIZ | HORIZONTAL |
| HP | HORSE POWER / HIGH PRESSURE |
| HPA | HIGH PRESSURE AIR |
| HSS | HOLLOW STRUCTURAL SHAPE |
| HT | HEIGHT |
| HVHX | HEAVY PATTERN HEX BOLT |
| HW | HOT WATER |
| HWL | HIGH WATER LEVEL |
| HX | HEX |
| I.F. | INSIDE FACE |
| ID | INSIDE DIAMETER |
| INF | INFLUENT |
| INFO | INFORMATION |
| INT | INTERIOR |
| INTERM | INTERMEDIATE |
| INV EL | INVERT ELEVATION |
| JMNT | JAM NUT |
| JST(S) | JOIST(S) |
| JT | JOINT |
| JT(S) | JOINT(S) |
| k | KIPS (1000 LBS) |
| KLF | KIP PER LINEAR FOOT |
| KSF | KIP PER SQUARE FOOT |
| L, ? | ANGLE |
| L.P. | LOW POINT |
| LB | LAG BOLT |
| LBS | POUNDS |
| LD | LIME DELIVERY |
| LG | LONG |
| LH | LEFT HAND THREAD |
| LL | LIVE LOAD |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LONG | LONGITUDINAL |
| LP | LOW PRESSURE |
| LS | LIME SLURRY |
| LT | LOW TEMPERATURE |
| LW | LOCK WASHER |
| LWL | LOW WATER LEVEL |
| LWT CONC | LIGHTWEIGHT CONCRETE |
| M | MOMENT |
| M.C. | MOMENT CONNECTION |
| M.O. | MASONRY OPENING |
| MAT'L | MATERIAL |
| MAX | MAXIMUM |
| MB | MACHINE BOLT |
| MCC | MOTOR CONTROL CENTER |
| MCP | MAIN CONTROL PANEL |
| ME | MIEX TREATED WATER |
| MECH | MECHANICAL |
| MEG | MATCH EXISTING GRADE |
| MEZZ | MEZZANINE |
| MFR | MANUFACTURE(R) |
| MH | MANHOLE |
| MID | MIDDLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MJ | MECHANICAL JOINT |
| MS | MACHINE SCREW |
| MTG | MOUNTING |
| MW | MONITORING WELL |
| N.F. | NEAR FACE |
| N.I.C. | NOT IN CONTRACT |
| N.S. | NON-SHRINK |
| NA | CAUSTIC |
| NaOCl | SODIUM HYPOCHLORITE |
| NC | NORMALLY CLOSED |
| NCT | NATIONAL COARSE THREAD |
| NFT | NATIONAL FINE THREAD |
| NIC | NOT IN CONTRACT |
| NLL | NORMAL LIQUID LEVEL |
| NO | NORMALLY OPEN |
| NO. OR # | NUMBER |
| NOM | NOMINAL |
| NT | NUT |
| &NT | WITH NUT |
| NTS | NOT TO SCALE |
| O.C., C/C | CENTER TO CENTER |
| O.D., OD | OUTSIDE DIAMETER |
| O.F. | OUTSIDE FACE |
| O.H. | OPPOSITE HAND |
| OF | OVERFLOW |
| OH | OVAL HEAD |
| OPNG(S) | OPENING(S) |
| OPP | OPPOSITE |
| OSTG | OUTSTANDING |
| P | PAN |
| P | PHILLIPS |
| P/C | PRECAST CONCRETE |
| P/GR | PROPOSED GRADE |
| PAR | PARALLEL |
| PARTN | PARTITION |
| PC | PIECE |
| PDP | PRIMARY DISTRIBUTION PANEL |
| PE | PLAIN END |
| PEBM | PRE-ENGINEERED BUILDING MANUFACTURER |
| PEMB | PRE-ENGINEERED METAL BUILDING |
| PEN | PENETRATION |
| PERP | PERPENDICULAR |
| PH | PHILLIPS HEAD |
| PJF | PREMOLDED JOINT FILLER |
| PL | PLATE |
| PLCS | PLACES |
| PN | PAN HEAD |
| PNLB | PANEL BOARD |
| PO | POLYMER |
| PR | PAIR |
| PREFAB | PREFABRICATED |
| PRELIM | PRELIMINARY |
| PROJ | PROJECTION |
| PROP | PROPOSED |
| PS | PUMP STATION |
| PSF | POUNDS / SQUARE FOOT |
| PSI | POUNDS / SQUARE INCH |
| PT | POINT |
| PT | PARTIAL THREAD |
| R | RADIUS |
| R, RAD | RADIUS |
| R.D. | ROOF DRAIN |
| R.O. | ROUGH OPENING |
| R/W | RIGHT OF WAY |
| RCP | REINFORCED CONCRETE PIPE |
| RD | ROUND HEAD |
| RED | REDUCER |
| REF | REFER |
| REINF | REINFORCE(ING)(ED)(MENT) |
| REINF | REINFORCING |
| REQ | REQUIRE |
| REQ'D | REQUIRED |
| REST | RESTRAINED |
| RET. SYS. | RETENTION SYSTEM |
| RF | ROOF |
| RF OPNG | ROOF OPENING |
| RH | ROUND HEAD OR RIGHT HAND |
| RIS | RISER |
| RM | ROOM |
| RND | ROUND |
| RR | RECYCLE RESIN |
| RW | RAW WATER |
| S/A | SUPPLY AIR |
| SA | SAMPLE |
| SAE | SAE PATTERN |
| SAN | SANITARY, SANITARY SEWER |
| SC | SAMPLE CONNECTION |
| SCADA | SUPERVISORY CONTROL AND DATA ACQUISITION |
| SCH | SCHEDULE(D) |
| SE | SOFTENER EFFLUENT |
| SECT | SECTION |
| SF | SQUARE FOOT |
| SH | SODIUM HYPOCHLORITE |
| SHT | SHEET |
| SIM | SIMILAR |
| SKT | SOCKET |
| SL, S | SLOTTED |
| SMS | SHEET METAL SCREW |
| SNGL | SINGLE |
| SP | SAMPLE POINT |
| SPA | SPACE, SPACING |
| SPEC(S) | SPECIFICATION(S) |
| SPEC'D | SPECIFIED |
| SQ | SQUARE |
| SRR | SUPERNATANT/BRINE/RINSE WATER |
| SS | STORM SEWER |
| SST, S/S | STAINLESS STEEL |
| STA | STATION |
| STD | STANDARD |
| STIFF | STIFFENER |
| STIR | STIRRUPS |
| STL | STEEL |
| STR | STRAIGHT, SLUDGE THICKENER RETURN |
| STRUCT | STRUCTURE |
| STY | STORY |
| SUPPT | SUPPORT |
| SUPT(S) | SUPPORT(S) |
| SV | SOLENOID VALVE |
| SW | SIDEWALK, SOFTENED WATER, SERVICE WATER |
| SWD | SIDE WALL DEPTH |
| SWTP | SURFACE WATER TREATMENT PLANT |
| SYM | SYMMETRICAL |
| SYS | SYSTEM |
| T | TENSION |
| T&B | TOP AND BOTTOM |
| T&G | TONGUE & GROOVE |
| T.B. | TAPERED BEAM |
| T.O. | TOP OF |
| T.O.B. | TOP OF BEAM |
| T.O.F. | TOP OF FOOTING |
| T.O.P. | TOP OF PIER |
| T.O.P.C. | TOP OF PIER CAP |
| T.O.S. | TOP OF STEEL |
| T.O.S.C. | TOP OF STRUCTURAL CONCRETE |
| T.O.W. | TOP OF WALL |
| T.R.W. | TOP OF RETAINING WALL |
| T/ | TOP OF |
| T/FND | TOP OF FOUNDATION |
| T/MTG | TOP OF MOUNTING |
| T/A | TRANSFER AIR |
| TE | THICKENER EFFLUENT |
| TEMP | TEMPERATURE |
| TH | THICK, THICKNESS |
| THK | THICK |
| TI | THICKENER INFLUENT |
| TOB | TOP OF BANK |
| TOE | BOTTOM OF BANK |
| TOS | TOE OF SLOPE |
| TR | TRANSFER PIPING |
| TRD(S) | TREAD(S) |
| TS | TUBE STEEL, THICKENED SLUDGE |
| TU | TREATMENT UNIT |
| TX | TRANSFORMER |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| UPS | UNINTERRUPTED POWER SUPPLY |
| USS | USS PATTERN |
| V | SHEAR, VENT |
| VERT | VERTICAL |
| VFD | VARIABLE FREQUENCY DRIVE |
| VPS | VACUUM PUMP STATION |
| VSS | VACUUM SEWER SYSTEM |
| W | WIDTH |
| W.L. | WIND LOAD |
| W.P. | WORK POINT |
| W/ | WITH |
| W/P | WEATHER PROOF |
| W1 | POTABLE WATER (DOMESTIC) |
| W2 | NON-POTABLE WATER (PROCESS) |
| WB | WIND BRACE |
| WD | WOOD |
| WDW. | WINDOW |
| WM | WATER MAIN |
| WPFG | WATERPROOFING |
| WS | WATER STOP, WATER SERVICE |
| WS | WOOD SCREW |
| WSE | WATER SURFACE ELEVATION |
| WWM | WELDED WIRE MESH |
| X-STR | EXTRA STRONG |
| Z | ZINC |

## NOTES

1) SEE ELECTRICAL AND INSTRUMENTATION DRAWINGS FOR CORRESPONDING ABBREVIATIONS.
2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED.
3) THIS IS A STANDARD LEGEND SHEET, THEREFORE SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE PLANS.


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**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

400-085.01 2021B-008

ABBREVIATIONS

DWG NO. 4 OF 23
SHEET G-03
PROJ. NO. 400-085.01
DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-03-MULTI.dwg; Plotted @: 4/20/2021 4:48:45 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET


BID SET

# DESIGN CRITERIA

## VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT REQUIREMENTS:

1) CONTRACTOR SHALL COORDINATE AND OBTAIN ALL PERMITS REQUIRED FOR THE EXECUTION OF THE WORK FROM THE VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT.

2) CONTRACTOR SHALL REGISTER WITH PALM SPRINGS LAND DEVELOPMENT.

3) FOLLOWING APPROVAL BY ENGINEER, CONTRACTOR SHALL SUBMIT PRODUCT APPROVAL DOCUMENTATION FOR THE FOLLOWING ITEMS TO THE BUILDING DEPARTMENT.

   – APPROVED PRE–ENGINEERED METAL BUILDING DRAWINGS AND CALCULATIONS.

4) SEPARATE PERMITS WILL BE REQUIRED FOR THE FOLLOWING:

   – OTHER PERMITS AS MAY BE REQUIRED BY BUILDING OFFICIAL.

5) REFER TO SPECIFICATIONS SECTION 01010–SUMMARY OF WORK FOR ADDITIONAL INFORMATION.

## GENERAL CONDITIONS

ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, ELECTRICAL AND SHOP DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE FACILITY. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATION AND OTHER WORK.

SIZE AND LOCATION OF EQUIPMENT PADS AND ANCHOR BOLTS SHALL BE PER EQUIPMENT MANUFACTURER'S REQUIREMENTS AND APPROVED SUBMITTALS.

ANY EQUIPMENT THAT MAY INDUCE VIBRATION TO THE STRUCTURE SHALL BE ADEQUATELY ISOLATED FROM THE STRUCTURES.

ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/8" TOOLED EDGE AT ALL EXPOSED EDGES UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

## BUILDING / STRUCTURAL

CODES

- FLORIDA BUILDING CODE, 2017, 6TH EDITION
- FLORIDA FIRE PROTECTION CODE, LATEST EDITION
- NATIONAL ELECTRIC CODE 2014
- ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
- ALUMINUM DESIGN MANUAL "SPECIFICATIONS FOR ALUMINUM STRUCTURES", LATEST EDITION
- CRSI HANDBOOK
- AISC MANUAL OF STEEL CONSTRUCTION
- MASONRY CONSTRUCTION SHALL CONFORM TO LATEST ACI CODE REQUIREMENTS FOR CONCRETE MASONRY
- STRUCTURES (ACI 530 / ASCE 5 / TMS 402), SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1 / ASCE 6 / TMS 602) ASTM C476, ASTM C1019, AND NCMA TEK 107.

**GENERAL STRUCTURE SCHEDULE**

| STRUCTURE | GROSS AREA (SF) | OCCUPANCY | TYPE OF CONSTRUCTION | OCCUPANCY LOAD |
|---|---|---|---|---|
| – | – | – | – | – |
| EAST UTILITY STORAGE BLDG | 1,500 | GROUP S–1 | TYPE IIA UNSPRINKLED | 10 OR LESS |
| (1) ALL STRUCTURES ARE NON–HABITABLE. | | | | |

LIFE SAFETY PLAN ELEMENTS

- MEANS OF EGRESS
  - MINIMUM CLEAR OPENING OF DOORS: 32" (REQUIRED PER FBC 1010.1.1)
  - MINIMUM HEADROOM: 7'–6" (REQUIRED PER FBC 1003.2)
  - MINIMUM DOORWAY HEADROOM: 6'–8" (REQUIRED PER FBC 1010.1.1)
  - MINIMUM STAIR WIDTH: 36" (REQUIRED PER FBC 1011.2, EXCEPTION 1)
  - MINIMUM STAIRWAY HEADROOM: 6'–8" (REQUIRED PER FBC 1011.3)
- EXITS
  - NUMBER OF EXITS REQUIRED: 1 REQUIRED PER SPACE PER FBC 1022.1
  - NUMBER OF EXITS PROVIDED: 1 PER ROOM (MINIMUM)
  - SPECIAL EXIT REQUIREMENTS: 2 REQUIRED PER ROOM WHERE INPUT CAPACITY TO LARGEST PIECE OF INSTALLED EQUIPMENT IS >117KW
- TRAVEL DISTANCE
  - ALLOWABLE TRAVEL DISTANCE: 75' PER FBC 1006.2.1 (GROUP F – WITHOUT SPRINKLER SYSTEM)

DESIGN LOADING CRITERIA

- DESIGN LOADS
  - EQUIPMENT: ACTUAL
  - BRIDGE CRANE OR MONORAIL ACTUAL
  - ROOF, SUPERIMPOSED: ACTUAL, 15 PSF MIN.
- LIVE LOADS:
  - ROOF (MIN., UNREDUCED): 20 PSF
  - WALKWAYS AND PLATFORMS: 100 PSF
  - FLOOR: 100 PSF (OR HS20–44, IF APPLIES)
  - PROCESS SLABS: 200 PSF
- IMPACT LOADS
  - TRAVELING CRANES AND HOSTS: 25% OF THE LIFTED LOAD
  - ROTATING EQUIPMENT: 20% OF THE MACHINE WEIGHT
  - RECIPROCATING EQUIPMENT: 50% OF THE MACHINE WEIGHT
- WIND DESIGN DATA:

  DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7–10 FOR THE FOLLOWING WIND PRESSURE DATA PER FLORIDA BUILDING CODE SECTION 1603.1.4:
  - ULTIMATE WIND SPEED ($V_{ult}$) 180 MPH (3 SECOND GUST)
  - NOMINAL DESIGN WIND SPEED ($V_{asd}$) 139 MPH (FBC TABLE 1609.3.1)
  - RISK CATEGORY: III
  - EXPOSURE CATEGORY: C
  - INTERNAL PRESSURE COEFFICIENT: ± 0.55

## BUILDING / STRUCTURAL (CONTINUED)

- BUOYANCY
  - ASSUMED GROUND WATER ELEVATION FOR BUOYANCY LOAD: FINISH GRADE
  - FACTOR OF SAFETY: 2.0
- EARTHQUAKE DESIGN DATA (SEISMIC ZONE):
  - NOT APPLICABLE
- FOUNDATIONS
  - DESIGN LOAD–BEARING VALUE OF SOILS: 2500 PSF

MATERIALS OF CONSTRUCTION

- STRUCTURAL CAST–IN–PLACE
  - CONCRETE, MIN. f'c @ 28 DAYS: 4,000 PSI (OR AS SPECIFIED)
- STRUCTURAL PRECAST/PRETENSIONED/PRE–STRESSED
  - CONCRETE, MIN. f'c @ 28 DAYS: 5,000 PSI
- PRESTRESSING TENDON/STRAND: ASTM A416/A21
- STRUCTURAL STEEL:
  - ROLLED W SHAPES, ASTM A572: 50,000 PSI
  - ANGLES, CHANNELS AND PLATES, ASTM A36: 36,000 PSI
  - TUBE SECTIONS, ASTM A500, GRADE C, fy: 46,000 PSI
- MASONRY:
  - CMU UNITS, GRADE N–1, COMPRESSIVE STRENGTH: 1,900 PSI (ASTM C90)
  - COMPRESSIVE STRENGTH OF MORTAR, TYPE S: 1,800 PSI (ASTM C270)
  - COMPRESSIVE STRENGTH OF GROUT: 3,000 PSI (ASTM C476)
  - MASONRY UNIT ASSEMBLY, f'm: 1,500 PSI
- REINFORCING STEEL, fy: 60,000 PSI

  REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED: (**SEE REINFORCEMENT CLEARANCE DETAIL, THIS SHEET**)
  - CONCRETE CAST AGAINST EARTH 3"
  - FORMED SURFACED IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED TO WEATHER 2"
  - FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL
    - –SLABS AND WALL 2"
    - –BEAMS AND COLUMNS 1–1/2"
- SPLICES AND LAPS OF DEFORMED BARS:
  - MINIMUM BAR LAP (TYPICAL): (SEE LAP SPLICE SCHEDULE, DWG S–01)
  - TENSION LAPS: IN ACCORDANCE WITH ACI 318
  - OTHER LAP DISTANCES: AS INDICATED ON DRAWINGS

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

DESIGN CRITERIA

DWG NO. 5 OF 23 | SHEET G-04 | PROJ. NO. 400-085.01 | DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-03-MULTI.dwg; Plotted @: 4/20/2021 4:48:47 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

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# SPECIFICATIONS

1.0 GENERAL

1.1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF:

1.1.1 FLORIDA BUILDING CODE, LATEST EDITION.

1.1.2 VILLAGE OF PALM SPRINGS PLANNING, ZONING, AND BUILDING DEPARTMENTS.

2.0 DEMOLITION

2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS REQUIRED FOR DEMOLITION, REMOVAL AND DISPOSAL WORK AS SHOWN ON THE CONTRACT DRAWINGS.

2.2 WORK SHALL INCLUDE, BUT NOT LIMITED TO, THE DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, EQUIPMENT, AND OTHER EXISTING SITE IMPROVEMENTS AS NECESSARY TO INSTALL THE NEW WORK AS SHOWN ON THE CONTRACT DRAWINGS. DEMOLITION INCLUDES STRUCTURAL CONCRETE, FOUNDATIONS, WALLS, STRUCTURAL STEEL, METALS, MASONRY, ATTACHMENTS, APPURTENANCES, PIPING, ELECTRICAL AND MECHANICAL EQUIPMENT, PAVING, CURBS, WALKS, AND SIMILAR EXISTING FACILITIES.

2.3 CONTRACTOR TO SUBMIT PROPOSED DEMOLITION PROCEDURES AND SCHEDULE OF WORK.

2.4 PROTECT EXISTING STRUCTURES AND EQUIPMENT WHICH ARE NOT TO BE ALTERED.

2.5 ALL MATERIALS AND EQUIPMENT REMOVED FROM EXISTING WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR EXCEPT FOR THOSE WHICH THE OWNER HAS IDENTIFIED AND MARKED FOR OWNER'S USE. ALL MATERIALS AND EQUIPMENT MARKED BY THE OWNER TO REMAIN THE OWNER'S SHALL BE CAREFULLY REMOVED BY THE CONTRACTOR SO AS NOT TO BE DAMAGED, CLEANED AND STORED ON OR ADJACENT TO THE SITE IN A PROTECTED PLACE SPECIFIED BY THE ENGINEER OR OWNER OR LOADED ONTO TRUCKS PROVIDED BY THE OWNER. THE OWNER HAS MARKED THE FOLLOWING ITEMS TO BE SALVAGED:

– AS NOTED ON DRAWINGS.

2.6 THE CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION MATERIALS, EQUIPMENT, DEBRIS, AND ALL OTHER ITEMS NOT MARKED BY THE OWNER TO REMAIN AS HIS, OFF THE SITE AND IN CONFORMANCE WITH ALL EXISTING APPLICABLE LAWS AND REGULATIONS.

2.7 POLLUTION CONTROLS

2.7.1 USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

2.7.1.1 DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING, POLLUTION, AND GROUNDWATER CONTAMINATION.

2.7.1.2 CLEAN ADJACENT STRUCTURES, FACILITIES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS.

2.7.1.3 MATERIAL GENERATED FROM DEMOLITION SHALL NOT BE USED AS BACKFILL.

2.8 DEMOLITION

2.8.1 THE CONTRACTOR SHALL COMPLETELY REMOVE ALL STRUCTURES AS SHOWN ON THE CONTRACT DRAWINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

2.8.2 ALL CONCRETE, BRICK, TILE, CONCRETE BLOCK, ROOFING MATERIALS, REINFORCEMENT, STRUCTURAL OR MISCELLANEOUS METALS, PLASTER, WIRE MESH AND OTHER ITEMS CONTAINED IN OR UPON THE STRUCTURE SHALL BE REMOVED AND TAKEN FROM THE SITE, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2.9 CLEAN–UP AND DISPOSAL

2.9.1 CONTRACTOR SHALL REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM THE DEMOLITION OPERATIONS AS IT ACCUMULATES. UPON COMPLETION OF THE WORK, ALL MATERIALS, EQUIPMENT, WASTE AND DEBRIS OF EVERY SORT SHALL BE REMOVED AND THE PREMISES SHALL BE LEFT CLEAN, NEAT AND ORDERLY.

2.9.2 ALL MATERIALS AND DEBRIS RESULTING FROM DEMOLITION AND REMOVAL OPERATIONS SHALL BE DISPOSED OF OFF–SITE IN AN AUTHORIZED, PERMITTED DISPOSAL SITE.

3.0 EARTHWORK

3.1 THE WORK OF THIS SECTION INCLUDES ALL EARTHWORK REQUIRED FOR CONSTRUCTION OF THE PROJECT. SUCH EARTHWORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE LOOSENING, REMOVING, LOADING, TRANSPORTING, DEPOSITING, AND COMPACTING IN ITS FINAL LOCATION OF ALL MATERIALS, WET AND DRY, AS REQUIRED FOR THE PURPOSES OF COMPLETING THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FURNISHING, PLACING, AND REMOVING OF SHEETING AND BRACING NECESSARY TO SAFELY SUPPORT THE SIDES OF ALL EXCAVATION; ALL PUMPING, DITCHING, DRAINING, AND OTHER REQUIRED MEASURES FOR THE REMOVAL OR EXCLUSION OF WATER FROM THE EXCAVATION; THE SUPPORTING OF STRUCTURES ABOVE AND BELOW THE GROUND; ALL BACKFILLING AROUND STRUCTURES AND ALL BACKFILLING OF TRENCHES AND PITS; THE DISPOSAL OF EXCESS EXCAVATED MATERIALS; BORROW OF MATERIALS TO MAKE UP DEFICIENCIES FOR FILLS; AND ALL OTHER INCIDENTAL EARTHWORK, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

3.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

3.2.1 COMMERCIAL STANDARDS (LATEST REVISION):

| | |
|---|---|
| ASTM D 422 | METHOD FOR PARTICLE–SIZE ANALYSIS OF SOILS. |
| ASTM D 698 | TEST METHODS FOR MOISTURE–DENSITY RELATIONS OF SOILS AND SOIL–AGGREGATE MIXTURES, USING 5.5–LB (2.49–KG) HAMMER AND 12–IN. (304.8–MM) DROP. |
| ASTM D 1140 | TEST METHOD FOR DENSITY OF SOIL IN PLACE BY THE SAND CONE METHOD. |
| ASTM D 1557 | TEST METHODS FOR MOISTURE–DENSITY RELATIONS OF SOILS AND SOIL–AGGREGATE MIXTURES USING 10–LB (4.54–KG) HAMMER AND 18–IN. (457–MM) DROP. |
| ASTM D 1633 | TEST METHOD FOR COMPRESSIVE STRENGTH OF MOLDED SOIL–CEMENT CYLINDERS. |
| ASTM D 2419 | TEST METHOD FOR SAND EQUIVALENT VALUE OF SOILS AND FINE AGGREGATE. |
| ASTM D 2487 | CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES. |
| ASTM D 2901 | TEST METHOD FOR CEMENT CONTENT OF FRESHLY–MIXED SOIL–CEMENT. |
| ASTM D 2922 | TEST METHODS FOR DENSITY OF SOIL AND SOIL–AGGREGATE IN PLACE BY NUCLE\HICHAR METHODS (SHALLOW DEPTH). |
| ASTM D 4253 | TEST METHODS FOR MAXIMUM INDEX DENSITY OF SOILS USING A VIBRATORY TABLE. |
| ASTM D 4254 | TEST METHODS FOR MINIMUM INDEX DENSITY OF SOILS AND CALCULATION OF RELATIVE DENSITY. |

3.3 ALL SOILS TESTING WILL BE DONE BY A TESTING LABORATORY OF THE OWNER'S CHOICE AT THE CONTRACTOR'S EXPENSE.

3.4 WHERE SOIL MATERIAL IS REQUIRED TO BE COMPACTED TO A PERCENTAGE OF MAXIMUM DENSITY, THE MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT WILL BE DETERMINED IN ACCORDANCE WITH ASTM D 1557. WHERE COHESIONLESS, FREE DRAINING SOIL MATERIAL IS REQUIRED TO BE COMPACTED TO A PERCENTAGE OF RELATIVE DENSITY, THE CALCULATION OF RELATIVE DENSITY WILL BE DETERMINED IN ACCORDANCE WITH ASTM D 4253 AND D 4254. FIELD DENSITY IN–PLACE TESTS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1556, ASTM D 2922, OR BY SUCH OTHER MEANS ACCEPTABLE TO THE ENGINEER.

3.5 IN CASE THE TESTS OF THE FILL OR BACKFILL SHOW NON–COMPLIANCE WITH THE REQUIRED DENSITY, THE CONTRACTOR SHALL ACCOMPLISH SUCH REMEDY AS MAY BE REQUIRED TO INSURE COMPLIANCE. SUBSEQUENT TESTING TO SHOW COMPLIANCE SHALL BE BY A TESTING LABORATORY SELECTED BY THE OWNER AND SHALL BE AT THE CONTRACTOR'S EXPENSE.

3.6 PARTICLE SIZE ANALYSIS OF SOILS AND AGGREGATES WILL BE PERFORMED USING ASTM D 422.

3.7 DETERMINATION OF SAND EQUIVALENT VALUE WILL BE PERFORMED USING ASTM D 2419.

3.8 UNIFIED SOIL CLASSIFICATION SYSTEM: REFERENCES IN THESE SPECIFICATIONS TO SOIL CLASSIFICATION TYPES AND STANDARDS SET FORTH IN ASTM D 2487 SHALL HAVE THE MEANINGS AND DEFINITIONS INDICATED IN THE CHART ILLUSTRATED AT THE END OF THIS SECTION. THE CHART IS REPRODUCED HEREIN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY, AND NO LIMITATION, AMENDMENT, OR MODIFICATION IS INTENDED THEREBY. THE CONTRACTOR SHALL BE BOUND BY ALL APPLICABLE PROVISIONS OF SAID ASTM D 2487 IN THE INTERPRETATION OF SOIL CLASSIFICATIONS.

3.9 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENTS

3.9.1 GENERAL: FILL, BACKFILL, AND EMBANKMENT MATERIALS SHALL BE SUITABLE SELECTED OR PROCESSED CLEAN, FINE EARTH, ROCK, OR SAND, FREE FROM GRASS, ROOTS, BRUSH, OR OTHER VEGETATION.

3.9.2 FILL AND BACKFILL MATERIALS TO BE PLACED WITHIN 6 INCHES OF ANY STRUCTURE OR PIPE SHALL BE FREE OF ROCKS OR UNBROKEN MASSES OF EARTH MATERIALS HAVING A MAXIMUM DIMENSION LARGER THAN 3 INCHES.

3.9.3 SUITABLE MATERIALS: SOILS NOT CLASSIFIED AS UNSUITABLE AS DEFINED IN PARAGRAPH ENTITLED, "UNSUITABLE MATERIAL" HEREIN, ARE DEFINED AS SUITABLE MATERIALS AND MAY BE USED IN FILLS, BACKFILLING, AND EMBANKMENT CONSTRUCTION SUBJECT TO THE SPECIFIED LIMITATIONS. IN ADDITION, WHEN ACCEPTABLE TO THE ENGINEER, SOME OF THE MATERIAL LISTED AS UNSUITABLE MAY BE USED WHEN THOROUGHLY MIXED WITH SUITABLE MATERIAL TO FORM A STABLE COMPOSITE.

3.9.4 SUITABLE MATERIALS MAY BE OBTAINED FROM ON–SITE EXCAVATIONS, MAY BE PROCESSED ON–SITE MATERIALS, OR MAY BE IMPORTED. IF IMPORTED MATERIALS ARE REQUIRED TO MEET THE REQUIREMENTS OF THIS SECTION OR TO MEET THE QUANTITY REQUIREMENTS OF THE PROJECT THE CONTRACTOR SHALL PROVIDE THE IMPORTED MATERIALS WITHIN THE SCOPE OF THE CONTRACT, UNLESS A UNIT PRICE ITEM IS INCLUDED FOR IMPORTED MATERIALS IN THE BIDDING SCHEDULE.

3.9.5 THE FOLLOWING TYPES OF SUITABLE MATERIALS ARE DESIGNATED AND DEFINED AS FOLLOWS:

3.9.5.1 TYPE D: CRUSHED LIMEROCK WITH 100 PERCENT PASSING A 1–INCH SIEVE AND NOT MORE THAN 10 PERCENT PASSING A NUMBER 4 SIEVE.

3.9.5.2 TYPE E: CRUSHED LIMEROCK WITH 100 PERCENT PASSING A 3/4–INCH SIEVE AND NOT MORE THAN 10 PERCENT PASSING A NUMBER 4 SIEVE.

3.9.5.3 TYPE F: CRUSHED LIMEROCK MEETING THE FOLLOWING GRADATION REQUIREMENTS:

| SIEVE SIZE | PERCENTAGE PASSING |
|---|---|
| 2–INCH | 100 |
| 1–1/2–INCH | 90 – 100 |
| 1–INCH | 20 – 55 |
| 3/4–INCH | 0 – 15 |
| NO. 200 | 0 – 3 |

3.9.5.4 TYPE G: CRUSHED ROCK AGGREGATE BASE MATERIAL OF SUCH NATURE THAT IT CAN BE COMPACTED READILY BY WATERING AND ROLLING TO FORM A FIRM, STABLE BASE FOR PAVEMENTS. AT LEAST 97% OF THE MATERIAL SHALL PASS A 3–1/2 INCH SCREEN AND THE MATERIAL SHALL BE UNIFORMLY GRADED UNIFORMLY DOWN TO THE 200 SIEVE. THE LIQUID LIMIT SHALL NOT EXCEED 35 AND THE PLASTIC INDEX SHALL NOT EXCEED 10. FOR STABILIZED BASE, THE MATERIAL SHALL MEET ALL OF THE ABOVE REQUIREMENTS EXCEPT THAT 97% SHALL PASS A 1–1/2 INCH SCREEN.

3.9.5.5 TYPE H: DRAINROCK SHALL BE CRUSHED ROCK OR GRAVEL, DURABLE AND FREE FROM SLAKING OR DECOMPOSITION UNDER THE ACTION OF ALTERNATE WETTING OR DRYING. THE MATERIAL SHALL BE UNIFORMLY GRADED AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

| SIEVE SIZE | PERCENTAGE PASSING |
|---|---|
| 1–INCH | 100 |
| 3/4–INCH | 90 – 100 |
| 3/8–INCH | 40 – 100 |
| NO. 4 | 25 – 40 |
| NO. 8 | 18 – 33 |
| NO. 30 | 5 – 15 |
| NO. 50 | 0 – 7 |
| NO. 200 | 0 – 3 |

THE DRAINROCK SHALL HAVE A SAND EQUIVALENT VALUE NOT LESS THAN 75.

3.10 BACKFILL MATERIALS BENEATH STRUCTURES SHALL BE:

– TYPE D, E, G, OR H MATERIAL.

3.11 REMOVAL OF WATER

3.11.1 PROVIDE AND OPERATE EQUIPMENT ADEQUATE TO KEEP ALL EXCAVATIONS AND TRENCHES FREE OF WATER. REMOVE ALL WATER DURING PERIODS WHEN CONCRETE IS BEING DEPOSITED, WHEN PIPE IS BEING LAID, DURING THE PLACING OF BACKFILL, AND AT SUCH OTHER TIMES AS REQUIRED FOR EFFICIENT AND SAFE EXECUTION OF THE WORK. AVOID SETTLEMENT OR DAMAGE TO ADJACENT PROPERTY. DISPOSE OF WATER IN A MANNER THAT WILL NOT DAMAGE ADJACENT PROPERTY. WHEN DEWATERING OPEN EXCAVATIONS, DEWATER FROM OUTSIDE THE STRUCTURAL LIMITS AND FROM A POINT BELOW THE BOTTOM OF THE EXCAVATION WHEN POSSIBLE. DESIGN DEWATERING SYSTEM TO PREVENT REMOVAL OF FINES FROM EXISTING GROUND.

3.11.2 CONTRACTOR SHALL DETERMINE ALL REQUIREMENTS, MAKE ALL NECESSARY ARRANGEMENTS AND OBTAIN ALL PERMITS WHICH MAY BE REQUIRED FOR DEWATERING OPERATIONS.

3.12 STRUCTURE, ROADWAY, AND EMBANKMENT EXCAVATION

3.12.1 EXCAVATION BENEATH STRUCTURES AND EMBANKMENTS: EXCEPT WHERE OTHERWISE SPECIFIED FOR A PARTICULAR STRUCTURE OR ORDERED BY THE ENGINEER, EXCAVATION SHALL BE CARRIED TO THE GRADE OF THE BOTTOM OF THE FOOTING OR SLAB. WHERE SHOWN OR ORDERED, AREAS BENEATH STRUCTURES OR FILLS SHALL BE OVER–EXCAVATED. THE SUBGRADE AREAS BENEATH EMBANKMENTS SHALL BE EXCAVATED TO REMOVE NOT LESS THAN THE TOP 6 INCHES OF ORIGINAL MATERIAL AND WHERE SUCH SUBGRADE IS SLOPED, THE ORIGINAL MATERIAL SHALL BE BENCHED. WHEN SUCH OVER–EXCAVATION IS SHOWN, BOTH OVER–EXCAVATION AND SUBSEQUENT BACKFILL TO THE REQUIRED GRADE SHALL BE PERFORMED BY THE CONTRACTOR. WHEN SUCH OVER–EXCAVATION IS NOT SHOWN BUT IS ORDERED BY THE ENGINEER, SUCH OVER–EXCAVATION AND ANY RESULTING BACKFILL WILL BE PAID FOR UNDER A SEPARATE UNIT PRICE BID ITEM IF SUCH BID ITEM HAS BEEN ESTABLISHED; OTHERWISE PAYMENT WILL BE MADE IN ACCORDANCE WITH A NEGOTIATED PRICE. AFTER THE REQUIRED EXCAVATION OR OVER–EXCAVATION HAS BEEN COMPLETED, THE EXPOSED SURFACE SHALL BE SCARIFIED TO A DEPTH OF 6 INCHES, BROUGHT TO OPTIMUM MOISTURE CONTENT, AND ROLLED WITH HEAVY COMPACTION EQUIPMENT TO OBTAIN 98 PERCENT OF MAXIMUM DENSITY.

3.12.2 EXCAVATION BENEATH PAVED AREAS: EXCAVATION UNDER AREAS TO BE PAVED SHALL EXTEND TO THE BOTTOM OF THE AGGREGATE BASE, IF SUCH BASE IS CALLED FOR; OTHERWISE IT SHALL EXTEND FOR THE PAVING THICKNESS. AFTER THE REQUIRED EXCAVATION HAS BEEN COMPLETED, THE EXPOSED SURFACE SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT, AND ROLLED WITH HEAVY COMPACTION EQUIPMENT TO OBTAIN 98 PERCENT OF MAXIMUM DENSITY.

4.0 RESTORATION

4.1 CONTRACTOR SHALL REMOVE AND LAWFULLY DISPOSE OF ALL DEBRIS RESULTING FROM WORK.

4.2 ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, STORAGE, OR OTHER CONTRACT ACTIVITY SHALL BE SODDED AS SPECIFIED HEREIN.

4.3 EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.

4.4 SAWCUT AND PATCH ASPHALT PAVEMENT DAMAGED BY WORK. SAWCUT FULL RECTANGULAR AREAS. NO STAIR STEP OR IRREGULAR PATCHES.

4.5 ASPHALT PATCHES SHALL BE AS SPECIFIED HEREIN AND MATCH EXISTING THICKNESS AND GRADE.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

SPECIFICATIONS (SHEET 1)

DWG NO. 6 OF 23 | SHEET G-05 | PROJ. NO. 400-085.01 | DATE APRIL 01, 2021

BID SET

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## SPECIFICATIONS (CONTINUED)

5.0 RESTORATION MATERIALS

5.1 SOD

5.1.1 SOD SHALL BE OF FIRM TEXTURE HAVING A COMPACTED GROWTH AND GOOD ROOT DEVELOPMENT. SOD IS TO CONTAIN NO WEEDS OR UNDESIRABLE NATIVE GRASSES AND BE FREE FROM FUNGUS, VERMIN AND DISEASES. SOD TO BE NOT LESS THAN TWO (2) YEARS OLD. PROVIDE SOD CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED (VIABLE, NOT DORMANT).

5.1.2 SOD SHALL BE SELECTED TO MATCH THE EXISTING VARIETIES AND TYPES ENCOUNTERED, AS APPLICABLE. SOD SHALL BE BAHIA FOR NON-IRRIGATED AREAS AND FLORATAM FOR IRRIGATED AREAS.

5.1.3 SOD SELECTION SHALL BE APPROVED IN FIELD BY RESIDENT PROJECT REPRESENTATIVE.

5.2 ASPHALT

5.2.1 MATERIALS FOR LIMEROCK BASE SHALL BE AS SPECIFIED IN SECTION 911 OF THE FDOT STANDARD SPECIFICATIONS.

5.2.2 PRIME COAT MATERIAL SHALL BE RC-70 LIQUID ASPHALT APPLIED TO THE PAVEMENT BASE AT A UNIFORM RATE OF 0.25 GALLONS PER SQUARE YARD. SAND COVER SHALL BE APPLIED OVER PRIME COAT IF TRAFFIC WILL BE USING AREA BEFORE FINAL PAVING IS LAID.

5.2.3 TACK COAT MATERIAL SHALL BE AS SPECIFIED IN SECTION 300-2.3 OF THE FDOT STANDARD SPECIFICATIONS.

5.2.4 TYPE S-I ASPHALTIC CONCRETE CONFORMING TO ALL APPLICABLE REQUIREMENTS OF SECTIONS 320, 330 AND 331 OF THE FDOT STANDARD SPECIFICATIONS.

6.0 CLEANING

6.1 REMOVE WASTE, DEBRIS, AND SURPLUS MATERIALS FROM SITE. CLEAN GROUNDS; REMOVE STAINS, SPILLS, AND FOREIGN SUBSTANCES FROM PAVED AREAS AND SWEEP CLEAN. RAKE CLEAN OTHER EXTERIOR SURFACES.

7.0 PROTECTIVE COATING

7.1 PRODUCTS SHALL BE AS MANUFACTURED BY TNEMEC COMPANY, OR EQUAL.

8.0 SEALANTS

8.1 SEALANT SHALL BE ONE-PART POLYURETHANE CONFORMING TO FEDERAL SPECIFICATION TT-S-00230C ADO ASTM C-920, TYPE II CLASS A, NON-SAG ELASTOMERIC SEALANT.

8.2 COLOR SHALL BE SELECTED FROM MANUFACTURERS STANDARDS TO MATCH COLOR OF ADJACENT SURFACES, WHERE APPLICABLE.

8.3 SEALANT SHALL BE SIKA-1A AS MANUFACTURED BY SIKA OR EQUAL.

9.0 GROUT

9.1 NON-SHRINK GROUT

9.1.1 CLASS B NON-SHRINK GROUTS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL MEET THE REQUIREMENTS OF CRD C 621.

10.0 MISCELLANEOUS METAL ITEMS

10.1 ADHESIVE ANCHORS

10.1.1 ADHESIVE ANCHORS SHALL BE PARABOND CAPSULE ANCHORS WITH 316 STAINLESS STEEL STUD, NUTS, AND WASHERS, AS MANUFACTURED BY MOLLY DIVISION, OR EQUAL.

10.2 SHELL-TYPE ANCHOR

10.2.1 SHELL-TYPE ANCHORS SHALL BE SELF-DRILLING OR NON-DRILLING RED HEAD ANCHORS AS MANUFACTURED BY PHILLIPS DRILL COMPANY, OR EQUAL.

10.3 WEDGE ANCHORS

10.3.1 WEDGE ANCHORS SHALL BE RED HEAD WEDGE-TYPE ANCHORS AS MANUFACTURED BY THE PHILLIPS DRILL COMPANY, PARABOLT ANCHORS AS MANUFACTURED BY THE MOLLY DIVISION OF EMHART CORPORATION, OR EQUAL.

10.4 MASONRY ANCHORS

10.4.1 3/16" OR 1/4" TAPCON ANCHORS. HEAD TYPE AND EMBEDMENT PER INSTALLATION REQUIREMENTS.

10.4.2 ALLOWED AT LOCATIONS APPROVED BY ENGINEER ONLY.

10.5 MASONRY ANCHORS (SST)

10.5.1 CRETE-FLEX SS4 MASONRY ANCHORS.

11. CONCRETE MATERIALS

11.1 TYPE I OR TYPE II CEMENT, AT THE CONTRACTOR'S OPTION, MAY BE USED FOR NON-HYDRAULIC STRUCTURES.

11.2 WATER: POTABLE, SALT FREE CONFORMING TO ASTM C94.

11.3 FINE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33.

FINE AGGREGATE (PUMP): SALT FREE AND CLEAN, CONFORMING TO FDOT 902.

11.4 COARSE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33, MAXIMUM SIZE 1 1/2-INCH (3/4-INCH FOR WATER RETAINING STRUCTURES).

COARSE AGGREGATE (PUMP): SALT FREE AND CLEAN, SIZE #89, FDOT 901.

11.5 ALL AGGREGATES: QUARRIED/MINED IN FRESH WATER ONLY.

11.6 SCREENINGS: SCREENINGS MEETING THE REQUIREMENTS OF FDOT 902-5 MY BE SUBSTITUTED FOR FINE AGGREGATE.

11.7 STRUCTURAL (WALLS, COLUMNS, BEAMS, FOOTINGS, FLOOR SLABS AND ELEVATED SLABS) AND PRECAST CONCRETE:

11.7.1 28 DAY COMPRESSIVE STRENGTH: 4,000 PSI, MINIMUM, OR AS ILLUSTRATED ON THE DRAWINGS.

11.7.1.2 STRENGTHS NOTED ON THE DRAWINGS TAKE PRECEDENCE OVER HEREIN SPECIFIED AMOUNTS.

11.7.2 WATER-CEMENT RATIO: W/C $\leq$ 0.5.

11.7.3 SLUMP: 5-INCHES, $\pm$ 1-INCH

11.7.4 ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT

11.7.5 ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

11.8 CURBS

11.8.1 28 DAY COMPRESSIVE STRENGTH: 3,000 PSI

11.8.2 SLUMP: 2-INCHES, $\pm$ 1-INCH.

11.8.3 ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

11.8.4 ADMIXTURES: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

11.9 ASTM A615: "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT".

11.9.1 GRADE: 60

11.9.2 MINIMUM YIELD STRENGTH: 60,000 PSI

11.9.3 SIZE SHALL BE AS INDICATED ON THE DRAWINGS.

11.10 WELDED WIRE FABRIC SHALL CONFORM TO ASTM A1064.

11.11 EXPANSION JOINT FILLER SHALL BE 1/2-INCH THICK, PREFORMED ASPHALT-IMPREGNATED, EXPANSION JOINT MATERIAL CONFORMING TO ASTM D994.

11.12 FORM TOLERANCES

11.12.1 SLAB TOLERANCES

11.12.1.1 SLAB TYPE S-A

1. DEPRESSION IN A SLAB SHALL NOT BE MORE THAN 5/16-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON THE HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION OF A SINGLE PLANE OF A GIVEN SLAB.

11.12.1.2 SLAB TYPE S-B

1. DEPRESSION IN A SLAB SHALL NOT BE MORE THAN 1/8-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON THE HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION OF A SINGLE PLANE OF A GIVEN SLAB.

11.12.1.3 SLAB TYPE S-A AND S-B

1. FINISH SLAB ELEVATION SHALL BE WITHIN ½-INCH OF ELEVATION SPECIFIED EXCEPT THAT SLABS WHICH ARE DESIGNED AND DETAILED TO DRAIN TO A FLOOR DRAIN OR GUTTER SHALL IN FACE ADEQUATELY DRAIN REGARDLESS OF TOLERANCES AND THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO ACHIEVE THIS IMPORTANT FUNCTION IN THE FINISHED STRUCTURE. REPAIR FLOOR SLOPES IN AN APPROVED MANNER IF NECESSARY TO PROVIDE COMPLETE DRAINAGE. SLABS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM THE THICKNESS SHOWN AND SHALL ALSO SATISFY THE ABOVE REQUIREMENTS.

11.13 CONCRETE FINISH REQUIREMENTS

11.13.1 CONCRETE SLAB FINISHES

11.13.1.1 GENERAL

1. THE EXCESSIVE USE OF "JITTERBUGS" OR OTHER SPECIAL TOOLS DESIGNED FOR THE PURPOSE OF FORCING THE COARSE AGGREGATE AWAY FROM THE SURFACE AND ALLOWING A LAYER OF MORTAR TO ACCUMULATE WILL NOT BE PERMITTED ON ANY SLAB FINISH. THE DUSTING OF SURFACES WITH DRY MATERIALS WILL NOT BE PERMITTED. SLABS AND FLOORS SHALL BE THOROUGHLY COMPLETED BY VIBRATION. ALL EDGES OF SLABS AND TOPS OF WALLS SHALL BE ROUNDED OFF WITH A STEEL EDGING TOOL, EXCEPT WHERE A CHAMFERED EDGE IS INDICATED ON THE DRAWINGS. STEEL EDGING TOOL RADIUS SHALL BE 1/4-INCH FOR ALL SLABS SUBJECT TO WHEELED TRAFFIC.

11.13.1.2 TYPE S-1 (STEEL TROWELED FINISH)

1. FINISH BY SCREEDING AND FLOATING WITH STRAIGHTEDGES TO BRING THE SURFACES TO THE REQUIRED FINISH ELEVATION SHOWN ON THE DRAWINGS. WHILE THE CONCRETE IS STILL GREEN, BUT SUFFICIENTLY HARDENED TO BEAR A PERSON'S WEIGHT WITHOUT DEEP IMPRINT, IT SHALL BE WOOD FLOATED TO A TRUE, EVEN PLANE WITH NO COARSE AGGREGATE VISIBLE. SUFFICIENT PRESSURE SHALL BE USED ON THE WOOD FLOATS TO BRING MOISTURE TO THE SURFACE. AFTER SURFACE MOISTURE HAS DISAPPEARED, THE CONCRETE SHALL BE HAND TROWELED TO PRODUCE A SMOOTH, IMPERVIOUS SURFACE, FREE FROM TROWEL MARKS. AN ADDITIONAL TROWELING SHALL BE GIVEN THE SURFACE FOR THE Pco URPOSE OF BURNISHING. THE FINAL TROWELING SHALL PRODUCE A RINGING SOUND FROM THE TROWEL. DRY CEMENT OR ADDITIONAL WATER SHALL NOT BE USED IN TROWELING, NOR WILL EXCESSIVE TROWELING BE PERMITTED.

2. THE SLAB FINISH TOLERANCES AND SLOPE TOLERANCES AND/OR REPAIRS SHALL BE AS HEREINBEFORE SPECIFIED. FLOOR FLATNESS MEASUREMENTS WILL BE MADE THE DAY AFTER A CONCRETE FLOOR IS FINISHED AND BEFORE THE SHORING IS REMOVED, IN ORDER TO ELIMINATE ANY EFFECTS OF SHRINKAGE, CURLING, AND DEFLECTION. THE 10-FOOT LONG STRAIGHTEDGE SHALL BE SUPPORTED AT EACH END WITH STEEL GAUGE BLOCKS WHOSE THICKNESS ARE EQUAL TO SPECIFIED TOLERANCE. FLOOR SURFACE SHALL NOT HAVE CROWNS SO HIGH AS TO PREVENT 10-FOOT STRAIGHTEDGE FROM RESTING ON THESE TWO END BLOCKS, NOR LOW SPOTS SO LOW THAT A THIRD BLOCK OF TWICE THE TOLERANCE IN THICKNESS CAN EASILY PASS UNDER THE SUPPORTED 10-FOOT STRAIGHTEDGE.

3. COMPLIANCE WITH THE DESIGNATED LIMITS IN FOUR OF FIVE CONSECUTIVE MEASUREMENTS SHOULD GENERALLY BE SATISFACTORY UNLESS OBVIOUS FAULTS ARE OBSERVED. A CHECK FOR ADEQUATE SLOPE AND DRAINAGE WILL ALSO BE MADE TO CONFIRM COMPLIANCE WITH THESE SPECIFICATIONS.

11.13.1.3 TYPE S-2 (WOOD FLOAT FINISH)

1. SLABS TO RECEIVE FILL AND MORTAR SETTING BEDS SHALL BE FINISHED BY SCREEDING WITH STRAIGHTEDGES TO BRING THE SURFACE TO THE REQUIRED FINISH PLANE. SLAB SHALL BE WOOD FLOATED TO COMPACT AND SEAL SURFACE. ALL LAITANCE SHALL BE REMOVED AND THE SURFACE LEFT CLEAN. SUBJECT TO APPROVAL OF THE ENGINEER, AN ACCEPTABLE AGGREGATE REVEALING MATERIAL MAY BE USED AND LAITANCE WASHED OFF WHEN CONCRETE HAS SET.

11.13.1.4 TYPE S-3 (UNDERSIDE OF ELEVATED SLAB)

1. WHEN FORMING IS REMOVED, THE UNDERSIDE OF SLAB SHALL HAVE ALL PROJECTION GROUND OFF, ALL ROCK POCKETS AND HONEYCOMB AREA DEFECTS REPAIRED.

11.13.1.5 TYPE S-4 (EXTERIOR BROOMED FINISH)

1. FINISH CONCRETE AS SPECIFIED FOR TYPE S-1 FLOOR FINISH ABOVE, EXCEPT THE FINAL TROWELING SHALL BE OMITTED AND THE SURFACE SHALL BE FINISHED BY DRAWING A FINE-HAIR BROOM LIGHTLY ACROSS THE SURFACE. ALL BROOMING SHALL BE IN THE SAME DIRECTION AND PARALLEL TO EXPANSION JOINTS, OR, IN THE CASE OF INCLINED SLABS, PERPENDICULAR TO THE SLOPE, EXCEPT FOR A ROUND ROOF SLAB, BROOM SURFACE IN RADIAL DIRECTION.

11.13.1.6 TYPE S-6 (POWER MACHINE FINISH)

1. IN LIEU OF HAND FINISHING, THE CONTRACTOR MAY USE AN APPROVED POWER MACHINE FOR FINISHING CONCRETE FLOORS AND SLABS IN ACCORDANCE WITH THE DIRECTIONS OF THE MACHINE MANUFACTURER AND AS APPROVED BY THE ENGINEER. THE USE OF A POWER MACHINE WILL NOT BE ALLOWED WHEN THE CONCRETE HAS NOT ATTAINED THE NECESSARY SET TO ALLOW FINISHING WITHOUT INTRODUCING HIGH AND LOW SPOTS IN THE SLAB. THE FIRST STEEL TROWELING FOR SLAB TYPE S-1 FINISH SHOULD BE DONE BY HAND.

12.0 METAL BUILDING SYSTEMS

12.1 ENCLOSURE SYSTEM DESIGN AND DESCRIPTION:

12.1.1 ENCLOSURE TYPE: PARTIALLY ENCLOSED, OPEN ENDED.

12.1.2 ROOF SPAN CONFIGURATION: SHED (SINGLE-SLOPE) SPAN ROOF RIGID FRAME WITH VARIABLE DEPTH COLUMNS.

12.1.3 BASE CONDITION: LOWERED BASE GIRT.

12.1.4 ROOF SLOPE: 0.5/12.

12.1.5 COLUMN SPACING AT EXTERIOR WALLS: AS SHOWN ON DRAWINGS AND COMPATIBLE WITH PLACEMENT OF OPENINGS AND OTHER REQUIREMENTS.

12.1.6 MINIMUM EAVE HEIGHT: 16'-0" HIGH SIDE OF ROOF SPAN.

12.1.7 GROUTING UNDER COLUMNS AS REQUIRED.

12.1.8 ENCLOSURE COLOR: COLOR SELECTION TO BE FINALIZED BY OWNER DURING SUBMITTAL PHASE. FINAL COLOR MAY NOT BE FROM MANUFACTURERS STANDARD COLOR LIST.

12.1.9 WALL PANEL SHALL BE THE LIGHT BEIGE COLOR MATCHING OTHER VILLAGE METAL BUILDING FACILITIES AT THE SITE. ROOF PANELS SHALL BE TEAL COLOR MATCHING OTHER VILLAGE FACILITIES AT THE SITE. THE GUTTERS, DOWNSPOUTS AND OTHER TRIM COMPONENTS SHALL BE TEAL COLOR MATCHING OTHER VILLAGE FACILITIES LOCATED AT THE SITE. ALL COLORS WILL BE FINALIZED DURING THE SHOP DRAWING PROCESS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

SPECIFICATIONS (SHEET 2)

DWG NO. 7 OF 23
SHEET G-06
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-05-MULTI.dwg; Plotted @: 4/20/2021 4:49:00 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

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## SPECIFICATIONS (CONTINUED)

12.0 METAL BUILDING SYSTEMS (CONTINUED)

12.2 DESIGN CRITERIA

12.2.1 GENERAL STRUCTURE DIMENSIONS:

12.2.1.1 NOTED ON DRAWINGS.

12.2.2 DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7-10 FOR THE FOLLOWING CRITERIA PER FLORIDA BUILDING CODE SECTION 1609:

12.2.2.1 BASIC WIND SPEED: 180 MPH (3 SECOND GUST).

12.2.2.2 EXPOSURE CATEGORY: C

12.2.2.3 INTERNAL PRESSURE COEFFICIENT: ± 0.55

12.2.2.4 DIRECTIONALITY FACTOR: 0.85.

12.2.3 DESIGN LOADS FOR WALKWAYS, PLATFORMS, LADDERS, AND STAIRS SHALL BE AS FOLLOWS:

12.2.3.1 DEAD LOAD: ACTUAL MEMBER OR COMPONENTS WEIGHT.

12.2.3.2 LIVE LOAD: 100 PSF.

12.2.4 DESIGN LOADS FOR ROOF:

12.2.4.1 DESIGN LIVE LOAD: 20 PSF

12.2.4.2 DESIGN DEAD LOAD: ACTUAL

12.2.5 SEISMIC ZONE: N/A

12.2.6 VERTICAL DESIGN LOADS: FBC, 2017 EDITION.

12.2.7 DEFLECTIONS:

12.2.7.1 PURLINS: L/150; L/240 FOR CEILINGS

12.2.7.2 RAFTERS: L/180

12.2.7.3 GIRTS: L/90

12.2.7.4 SIDESWAY: L/90

12.2.8 LOAD COMBINATIONS: PER FBC, LATEST EDITION.

12.2.9 DESIGN CRITERIA FOR FOUNDATIONS:

12.2.9.1 SOIL BEARING CAPACITY: 2500 PSF

12.2.9.2 CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS: 4,000 PSI.

12.2.9.3 ANCHOR BOLT SIZING AND PLAN REQUIRED PER BUILDING MANUFACTURER.

12.2.9.4 COLUMN REACTIONS SHALL BE PROVIDED BY ENCLOSURE MANUFACTURER.

12.2.10 SYSTEM SUPPLIER SHALL SELECT AND SIZE ALL COMPONENTS OF THE SYSTEM TO CONFORM WITH THE SPECIFIED DESIGN AND PERFORMANCE REQUIREMENTS. COMPONENT MATERIALS OF CONSTRUCTION SHALL MEET OR EXCEED THESE SPECIFICATIONS.

12.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

12.3.1 BUILDING CODES

10.3.1.1 FLORIDA BUILDING CODE (FBC), LATEST REVISION.

12.3.2 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC):

| | |
|---|---|
| AISC 360 | SPECIFICATION FOR STRUCTURAL STEEL ENCLOSURES. |
| AISC 341 | SEISMIC PROVISIONS FOR STRUCTURAL STEEL ENCLOSURES (WHEN APPROPRIATE). |
| AISC DESIGN GRIDE 3 | SERVICEABILITY FOR STEEL ENCLOSURES. |

12.3.3 AMERICAN IRON AND STEEL INSTITUTE (AISI):

| | |
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| AISI S100 | NORTH AMERICAN SPECIFICATION FOR THE DESIGN COLD-FORMED STEEL STRUCTURAL MEMBERS. |

12.3.5 AMERICAN WELDING SOCIETY (AWS):

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| AWS D1.1/D1.1M | STRUCTURAL WELDING CODE – STEEL. |
| AWS D1.3/D1.3M | STRUCTURAL WELDING CODE – SHEET DETAIL. |

12.3.6 ASSOCIATION FOR IRON & STEEL TECHNOLOGY (AISE):

| | |
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| AISE 13 | SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF MILL ENCLOSURES. |

12.3.7 ASTM INTERNATIONAL (ASTM):

| | |
|---|---|
| ASTM A 325 | STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, HEAT TREATED, 120/105 KSI MINIMUM TENSILE STRENGTH. |
| ASTM A 654/653 M | STANDARD SPECIFICATION FOR STEEL SHEET, ZINC-COATED (GALVANIZED) OR ZINC-IRON ALLOY-COATED (GALVANNEALED) BY THE HOT-DIP PROCESS. |
| ASTM A 792/A 792M | STANDARD SPECIFICATIONS FOR STEEL SHEET, 55% ALUMINUM-ZINC ALLOY-COATED BY THE HOT-DIP PROCESS. |
| ASTM B 117 | STANDARD PRACTICE FOR OPERATING SALT SPRAY (FOG) APPARATUS. |
| ASTM C 518 | STANDARD TEST METHOD FOR STEADY-STATE THERMAL TRANSMISSION PROPERTIES BY MEANS OF THE HEAT FLOW METER APPARATUS. |
| ASTM C 1363 | STANDARD TEST METHOD FOR THERMAL PERFORMANCE OF ENCLOSURE MATERIALS AND ENVELOPE ASSEMBLIES BY MEANS OF A HOT BOX APPARATUS. |
| ASTM D 522 | STANDARD TEST METHODS FOR MANDREL BEND TEST OF ATTACHED ORGANIC COATINGS. |
| ASTM D 523 | STANDARD TEST METHOD FOR SPECULAR GLOSS |
| ASTM D 968 | STANDARD TEST METHODS FOR ABRASION RESISTANCE OF ORGANIC COATINGS BY FALLING ABRASIVE. |
| ASTM D 1308 | STANDARD TEST METHOD FOR EFFECT OF HOUSEHOLD CHEMICALS ON CLEAR AND PIGMENTED ORGANIC FINISHED. |
| ASTM D 2244 | STANDARD PRACTICE FOR CALCULATION OF COLOR TOLERANCES AND COLOR DIFFERENCES FROM INSTRUMENTALLY MEASURED COLOR COORDINATES. |
| ASTM D 2247 | STANDARD PRACTICE FOR TESTING WATER RESISTANCE OF COATINGS IN 100% RELATIVE HUMIDITY. |
| ASTM D 2794 | STANDARD TEST METHOD FOR RESISTANCE OF ORGANIC COATINGS TO THE EFFECTS OF RAPID DEFORMATION (IMPACT). |
| ASTM D 3361 | STANDARD PRACTICE FOR UNFILTERED OPEN-FLAME CARBON-ARC EXPOSURES OF PAINT AND RELATED COATINGS. |
| ASTM D 4214 | STANDARD TEST METHODS FOR EVALUATING THE DEGREE OF CHALKING OF EXTERIOR PAINT FILMS. |
| ASTM E 84 | STANDARD TEST METHOD FOR SURFACE BURNING CHARACTERISTICS OF ENCLOSURE MATERIALS. |
| ASTM E 96/E 96M | STANDARD TEST METHODS FOR WATER VAPOR TRANSMISSION OF MATERIALS. |
| ASTM E 1592 | STANDARD TEST METHOD FOR STRUCTURAL PERFORMANCE OF SHEET METAL ROOF AND SIDING SYSTEMS BY UNIFORM STATIC AIR PRESSURE DIFFERENCE. |
| ASTM G 87 | STANDARD PRACTICE FOR CONDUCTING MOIST SO2 TESTS. |

12.3.8 METAL BUILDING MANUFACTURERS ASSOCIATION (MBMA):

12.3.8.1 MBMA METAL BUILDING SYSTEMS MANUAL.

12.3.8.2 SEISMIC DESIGN GUIDE FOR METAL BUILDING SYSTEMS.

12.3.9 NORTH AMERICAN INSULATION MANUFACTURERS ASSOCIATION (NAIMA):

| | |
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| NAIMA 202 | STANDARD FOR FLEXIBLE FIBER GLASS INSULATION TO BE LAMINATED FOR USE IN METAL ENCLOSURES. |

12.3.10 THE SOCIETY FOR PROTECTIVE COATINGS (SSPC):

| | |
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| SSPC-PAINT 15 | PRIMER FOR USE OVER HAND CLEANED STEEL PERFORMS TO SSPC-PAINT 15 STANDARDS. |
| SSPC-SP2 | HAND TOOL CLEANING. |

12.3.11 UNDERWRITERS LABORATORIES (UL):

| | |
|---|---|
| UL 580 | STANDARD FOR TESTS FOR UPLIFT RESISTANCE OF ROOF ASSEMBLIES. |
| UL 723 | STANDARD FOR TEST FOR SURFACE BURNING CHARACTERISTICS OF ENCLOSURE. |

12.4 SUBMITTALS

12.4.1 SHOP DRAWINGS AND CALCULATIONS

12.4.1.1 DESIGN CALCULATIONS AND ERECTION DRAWINGS: PREPARED BY, OR UNDER DIRECT SUPERVISION OF, REGISTERED PROFESSIONAL ENGINEER, LICENSED TO PRACTICE IN THE STATE OF FLORIDA WITH ALL DRAWINGS AND CALCULATIONS BEARING HIS SEAL.

12.4.1.2 SHOW EACH TYPE STRUCTURAL ENCLOSURE FRAME REQUIRED AND THEIR LOCATIONS WITHIN STRUCTURE; DETAILS OF ANCHOR BOLT SETTINGS; SIDEWALL, ENDWALL, AND ROOF FRAMING; DIAGONAL BRACING AND LOCATION WITHIN STRUCTURE; METAL FLOOR DECK AND JOIST TYPES; WALL AND ROOF INSULATION AND TYPES; LONGITUDINAL AND TRANSVERSE CROSS SECTIONS; DETAILS OF CURBS, ROOF JACKS, AND ITEMS PENETRATING ROOF; CANOPY FRAMING AND DETAILS; TRIM, GUTTERS, DOWNSPOUTS, LINER PANELS, WALL AND ROOF COVERINGS, AND ALL ACCESSORY ITEMS; MATERIALS; FINISHES; CONSTRUCTION AND INSTALLATION DETAILS; AND OTHER PERTINENT INFORMATION REQUIRED FOR PROPER AND COMPLETE FABRICATION, ASSEMBLY AND ERECTION OF WATERTIGHT METAL ENCLOSURE SYSTEM.

12.4.2 MATERIAL AND COLOR SAMPLES

12.4.2.1 FOR EACH SPECIFIC MATERIAL SAMPLE REQUESTED BY ENGINEER OR OWNER SUBMIT IN SIZE, FORM AND NUMBER DIRECTED.

12.4.2.2 SUBMIT DUPLICATE COLOR SAMPLE SETS SHOWING FULL COLOR RANGE AVAILABLE, FOR SELECTION PURPOSES.

12.4.3 PRODUCT DATA: MANUFACTURER'S SPECIFICATIONS AND DESCRIPTIVE LITERATURE.

12.4.4 CERTIFICATION: WRITTEN CERTIFICATION, PREPARED AND SIGNED BY REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF FLORIDA, ATTESTING THAT ENCLOSURE DESIGN MEETS SPECIFIED LOADING REQUIREMENTS, REQUIREMENTS OF CODES AND AUTHORITIES HAVING JURISDICTION AT PROJECT SITE, AND OTHER REQUIREMENTS SPECIFIED.

12.4.5 WARRANTY INFORMATION AS SPECIFIED HEREIN.

12.5 PRODUCT HANDLING, DELIVERY AND STORAGE

12.5.1 DELIVER AND STORE PREFABRICATED COMPONENTS, SHEETS, PANELS AND OTHER MANUFACTURED ITEMS SO THEY WILL NOT BE DAMAGED OR DEFORMED.

12.5.2 STACK MATERIALS ON PLATFORMS OR PALLETS ABOVE GRADE OR ON CONCRETE SLAB, COVERED WITH OPAQUE TARPAULINS OR OTHER APPROVED WEATHER-RESISTANT VENTILATED COVERING.

12.5.3 STORE METAL SHEETS AND PANELS IF SUBJECTED TO WATER ACCUMULATION IN SUCH A MANNER SO THEY WILL DRAIN FREELY. DO NOT STORE SHEETS AND PANELS IN CONTACT WITH OTHER MATERIALS WHICH MIGHT CAUSE STAINING.

12.5.4 DAMAGED MATERIAL MUST BE REPORTED TO DETERMINE IF REPLACEMENT IS REQUIRED.

12.5.5 INSPECT PANELS TO PREVENT MOISTURE BETWEEN PANELS AND SECURE AS REQUIRED.

12.6 WARRANTY

12.6.1 MANUFACTURER AND CONTRACTOR SHALL WARRANT THE STRUCTURE AND COMPONENTS BEING SUPPLIED TO THE OWNER AGAINST ALL DEFECTS IN FABRICATION WORKMANSHIP, MATERIALS AND ONSITE ERECTION FOR A PERIOD OF ONE (1) YEAR. WARRANTY PERIOD SHALL COMMENCE ON CONTRACT SUBSTANTIAL COMPLETION DATE AS DEFINED IN THE GENERAL CONDITIONS.

12.6.2 METAL ENCLOSURE SYSTEM MANUFACTURER SHALL PROVIDE A WRITTEN WEATHERTIGHTNESS WARRANTY FOR 15 YEARS AGAINST LEAKS IN ROOF PANELS ARISING OUT OF OR CAUSED BY ORDINARY WEAR AND TEAR UNDER NORMAL WEATHER AND ATMOSPHERIC CONDITIONS.

12.6.3 WARRANTY SHALL BE SIGNED BY BOTH THE METAL ROOF SYSTEM MANUFACTURER AND THE METAL ROOF SYSTEM INSTALLER.

12.6.4 METAL ENCLOSURE SYSTEM MANUFACTURER SHALL PROVIDE A WRITTEN COATING SYSTEM WARRANTY FOR 30 YEARS AGAINST METAL ROOF AND WALL PANELS UNDER NORMAL WEATHER AND ATMOSPHERIC CONDITIONS AS FOLLOWS:

12.6.4.1 METAL ENCLOSURE SYSTEM MANUFACTURER SHALL WARRANT THAT THE COATING SHALL NOT PEEL, CRACK, OR CHIP FOR 30 YEARS.

12.6.4.2 FOR A PERIOD OF 30 YEARS, CHALKING SHALL NOT EXCEED ASTM D 4214, #8 RATING AND SHALL NOT FADE MORE THAN 5 COLOR DIFFERENCE UNITS IN ACCORDANCE WITH ASTM D 2244.

12.7 MANUFACTURER/SUPPLIER

12.7.1 METAL ENCLOSURE SYSTEM MANUFACTURER/INSTALLER SHALL BE BUCK STEEL, INC., CAPITAL STEEL INDUSTRIES, LLC., METALBOX BUILDINGS, INC., OR EQUAL.

12.8 STRUCTURAL STEEL

12.8.1 MATERIALS

12.8.1.1 STRUCTURAL PLATE OR BAR STOCK: MINIMUM YIELD STRENGTH (FY) OF 50,000 PSI.

12.8.1.2 COLD FORMED STRUCTURAL STEEL: MINIMUM YIELD STRENGTH (FY) OF 50,000 PSI.

12.8.1.3 PRIMARY STRUCTURAL BOLTS AND NUTS: ZINC PLATED, ASTM A-325; SIZE AND QUANTITY REQUIRED BY METAL ENCLOSURE SYSTEM MANUFACTURER.

12.8.1.4 PRIME COAT PAINT: RED OXIDE PRIMER. ALL PRIMARY, ENDWALL, SECONDARY AND BRACING, STEEL COMPONENTS.

12.8.2 FABRICATION

12.8.2.1 PRIMARY FRAMING: RIGID FRAMES OF SHOP-WELDED STEEL PLATE COLUMNS AND RAFTERS, BOTH TAPERED AND UNIFORM DEPTH SECTIONS AS REQUIRED BY DRAWINGS, COMPLETE WITH ALL NECESSARY STIFFENERS, CONNECTION PLATES AND HOLES FOR FIELD-BOLTED ASSEMBLY.

12.8.2.1.1 COLUMNS AND RAFTERS: FABRICATED WITH HOLES IN WEB AND/OR FLANGES FOR ATTACHMENT OF SECONDARY MEMBERS.

12.8.2.1.2 SPLICE PLATES: FACTORY FABRICATED FOR PRECISION FOR ALL RAFTER-TO-RAFTER AND/OR COLUMN-TO-RAFTER CONNECTIONS, COMPLETE WITH CONNECTION BOLT HOLES.

12.8.2.1.3 BASE PLATES, CAP PLATES, SPLICE PLATES AND STIFFENERS: FABRICATE TO SIZES REQUIRED, COMPLETE WITH ALL HOLES FOR CONNECTION OF PRIMARY SECONDARY STRUCTURAL MEMBERS. FACTORY WELD INTO PLACE.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

SPECIFICATIONS (SHEET 3)

DWG NO. 8 OF 23
SHEET G-07
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-05-MULTI.dwg; Plotted @: 4/20/2021 4:49:02 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

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## SPECIFICATIONS (CONTINUED)

12.0 METAL BUILDING SYSTEMS (CONTINUED)

12.8 STRUCTURAL STEEL (CONTINUED)

12.8.2 FABRICATION (CONTINUED)

12.8.2.1 PRIMARY FRAMING: RIGID FRAMES OF SHOP–WELDED STEEL PLATE COLUMNS AND RAFTERS, BOTH TAPERED AND UNIFORM DEPTH SECTIONS AS REQUIRED BY DRAWINGS, COMPLETE WITH ALL NECESSARY STIFFENERS, CONNECTION PLATES AND HOLES FOR FIELD–BOLTED ASSEMBLY.

12.8.2.1.4 JOIN FLANGES AND WEBS OF STRUCTURAL MEMBERS FABRICATED OF PLATE OR BAR STOCK TOGETHER BY CONTINUOUS AUTOMATIC SUBMERGED ARC WELDING PROCESS WITH ALL WELDING PERFORMED UNDER THE SUPERVISION OF CERTIFIED WELDERS IN ACCORDANCE WITH STANDARD PRACTICES OF AWS D1.1.

12.8.2.1.5 MAKE ALL PRIMARY RIGID FRAME FIELD–BOLTED CONNECTIONS WITH A325 HIGH–STRENGTH BOLTS OF SIZE REQUIRED BY ENCLOSURE SYSTEM MANUFACTURER.

12.8.2.1.6 CLEAN ALL COMPONENTS OF OIL, DIRT, LOOSE SCALE, AND FOREIGN MATTERS. FACTORY PAINT WITH ONE (1) COAT OF MANUFACTURER'S STANDARD PRIMER.

12.8.3 ENDWALL FRAMING: PRECISION COLD–FORMED AND/OR SHOP–WELDED STEEL PLATE MEMBERS CONSISTING OF RAFTERS AND COLUMNS FABRICATED FOR FIELD–BOLTED ASSEMBLY.

12.8.3.1 COLUMNS, RAFTERS, SPLICE PLATES, CLIPS, ANGLES AND CHANNELS: FACTORY FABRICATE TO SIZE REQUIRED.

12.8.3.2 PLATE STOCK ENDWALL FRAMING MEMBERS: JOINT FLANGES AND WEBS BY CONTINUOUS AUTOMATIC SUBMERGED ARC WELDING PROCESS, UNDER THE SUPERVISION OF WELDERS CERTIFIED IN ACCORDANCE WITH STANDARD PRACTICES OF AWS D1.1.

12.8.3.3 CLEAN COMPONENTS OF OIL, DIRT, LOOSE SCALE AND FOREIGN MATTER AND APPLY ONE (1) COAT OF MANUFACTURER'S STANDARD PRIMER.

12.8.4 SECONDARY FRAMING, (PURLINS, GIRTS, STRUTS, FLANGE BRACES, BASE ANGLES, AS REQUIRED).

12.8.4.1 PURLINS: MANUFACTURER'S STANDARD 8.5" Z SECTIONS, ROLL FORMED FROM MINIMUM (FY) 50,000 PSI STEEL, PUNCHED FOR ATTACHMENT.

12.8.4.2 GIRTS: 8.5" Z OR CHANNEL SECTIONS OF ROLL FORMED MINIMUM FY 50,000 PSI STEEL, PUNCHED FOR ATTACHMENT WITH ½" DIAMETER BOLTS.

12.8.4.3 EAVE STRUTS: 8–1/2" X 3–1/4" SECTIONS OF COLD FORMED MINIMUM FY 55,000 PSI STEEL, WITH VERTICAL WEB TO RECEIVE SIDEWALL PANELS AND FOUR (4) ½" DIAMETER BOLT ATTACHMENTS TO RIGID FRAME IN FACTORY–PUNCHED HOLES IN COLUMN OR BRACKET.

12.8.4.4 ROOF STRUTS: PROVIDE AS REQUIRED, DETAILED AND SHOWN ON FINAL SHOP DRAWINGS, AS REQUIRED BY DESIGN ANALYSIS, WITH ATTACHED TO TOP FLANGE OR RIGID FRAME RAFTERS BY TWO (2) ½" MINIMUM SIZE DIAMETER BOLTS AT EACH END OF STRUT.

12.8.4.5 FLANGE BRACES: STEEL ANGLES ATTACHED TO PURLIN OR GIRT, TO STIFFEN RIGID FRAME FLANGES AS DICTATED BY DESIGN AND NOTED ON FINAL SHOP DRAWINGS.

12.8.4.6 CLEAN SECONDARY FRAMING COMPONENTS TO BE FREE FROM OIL,DIRT, LOOSE SCALE AND FOREIGN MATTER AND APPLY ONE (1)COAT OF MANUFACTURER'S STANDARD PRIMER.

12.9 ROOFING AND SIDING (WALL)

12.9.1 ROOFING AND SIDING PANELS

12.9.1.1 ROOF PANELS

12.9.1.1.1 DESCRIPTION: SCREW ATTACHED, 26 GA, GALVALUME SUBSTRATE, PBR (PURLIN BEARING RIB) ROOF PANELS.

12.9.1.1.2 COVERAGE WIDTH: 36–INCHES

12.9.1.1.3 FINISH: SIGNATURE 200

12.9.1.1.4 RIB SPACING: 12" ON CENTER

12.9.1.1.5 RIB HEIGHT: 1–1/4–INCH

12.9.1.2 WALL PANELS

12.9.1.2.1 DESCRIPTION: SCREW ATTACHED, 26 GA, PBR (PURLIN BEARING RIB) WALL PANELS.

12.9.1.2.2 COVERAGE WIDTH: 36–INCHES

12.9.1.2.3 FINISH: SIGNATURE 200

12.9.1.2.4 RIB SPACING: 12" ON CENTER

12.9.1.2.5 RIB HEIGHT: 1–1/4–INCH

12.9.1.3 PANEL (ROOF AND WALL) FINISH:

12.9.1.3.1 SIGNATURE 200 COATING. COLOR SELECTION BY OWNER.

12.9.2 TRIM PACKAGE

12.9.2.1 TRIM PACKAGE SHALL INCLUDE: CORNER TRIM, EAVE TRIM, AND SCULPTURED RAKE TRIM.

12.9.2.2 MATERIAL: 26 GAUGE METAL.

12.9.2.3 FINISH: SIGNATURE 200. COLOR SELECTION BY OWNER.

12.9.3 FASTENERS

12.9.3.1 WALL PANELS: MANUFACTURER'S STANDARD LONG–LIFE COATED #12 X 1– 1/4" SELF–DRILLING CARBON STEEL SCREWS. ALL EXPOSED FASTENER HEADS WILL BE FACTORY COLORED TO MATCH COLOR OF PANELS.

12.9.3.2 ROOF PANELS: MANUFACTURER'S STANDARD #12–14 X 1–1/4" SELF–DRILLING SCREWS, LONG–LIFE COATED, UNPAINTED OR PAINTED WITH SEALING WASHER, OR #12–14 X 1–1/4" CARBON STEEL SELF–DRILLING SCREWS, WITH STAINLESS STEEL CAP OR ZINC/ALUMINUM ALLOY HEAD AND SEALING WASHER. ALL EXPOSED FASTENER HEADS WILL BE FACTORY COLORED TO MATCH COLOR OF PANELS.

12.9.3.3 TRIM FASTENERS: MANUFACTURER'S STANDARD.

12.9.4 ROOF PANEL SEALANT: APPROVED TYPE, NON–SHRINKING, NONDRYING BUTYL–BASED SEALANT, SPECIFICALLY FORMULATED FOR ROOF APPLICATION AT TEMPERATURES FROM 20 DEGREES F TO 120 DEGREES F.

12.10 WIND BRACING

12.10.1 COMMERCIAL GRADE STEEL ROD BRACING LOCATED AS DETERMINED BY MANUFACTURER ON THE FINAL SHOP DRAWINGS.

12.10.1.1 STEEL ROD BRACING: PROVIDE COMPLETE WITH NECESSARY SLOPE WASHERS AND ADJUSTING NUTS AT EACH END.

12.10.1.2 CLEAN COMPONENTS FREE OF OIL, DIRT, LOOSE SCALE AND FOREIGN MATTER.

12.11 ACCESSORIES

12.11.1 ANCHOR BOLTS SHALL BE 316 SST. ALL FRAME TO CONCRETE FOUNDATION ANCHOR BOLTS SHALL BE SIZED BY METAL ENCLOSURE SYSTEM MANUFACTURER.

12.11.2 ANCHOR BOLTS SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.

12.12 CONCRETE FOUNDATION(S)

12.12.1 4000 PSI STRUCTURAL CONCRETE MIX DESIGN PER SPECIFICATIONS.

12.12.2 REINFORCING STEEL AND CONCRETE ACCESSORIES SHALL BE AS SPECIFIED.

12.13 ERECTION

12.13.1 GENERAL

12.13.1.1 ERECTION SHALL BE ACCOMPLISHED BY A TRAINED, COMPETENT ERECTOR HAVING 5 YEARS MINIMUM EXPERIENCE IN ERECTING METAL ENCLOSURES.

12.13.1.2 INSTALL ALL METAL ENCLOSURE SYSTEM COMPONENTS IN STRICT COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS SHOWN ON FINAL SHOP DRAWINGS.

12.13.1.3 HANDLE AND STORE ALL MATERIALS TO AVOID DAMAGE AND REPLACE ANY DAMAGED MATERIALS.

12.13.1.4 ERECTOR SHALL OBSERVE AND FOLLOW RECOMMENDATIONS OF THE METAL ENCLOSURE MANUFACTURERS ASSOCIATION (MBMA) PRACTICE AND PROCEDURES WHERE APPLICABLE.

12.13.2 STRUCTURAL FRAMES

12.13.2.1 ERECT TRUE TO LINE, LEVEL AND PLUMB, BRACE AND SECURE WITH TEMPORARY BRACING IN ALL DIRECTIONS AS REQUIRED.

12.13.2.2 LEVEL BASE PLATES AND SECURE TO ANCHOR BOLTS TO LEVEL PLANE WITH FULL BEARING TO FOUNDATION SUPPORTING STRUCTURES.

12.13.3 BRACING

12.13.3.1 INSTALL ALL PERMANENT DIAGONAL ROD OR ANGLE BRACING IN ROOF AND SIDEWALLS AS APPROVED BY MANUFACTURER.

12.13.3.2 PROPERLY TIGHTEN RODS TO AVOID EXCESSIVE SAG.

12.13.4 ROOFING AND SIDING PANELS

12.13.4.1 GENERAL

12.13.4.1.1 INSTALL ROOF AND CANOPY PANELS IN SUCH A MANNER TO PERMIT DRAINAGE TO EAVES OF ENCLOSURE WITH PANEL ENDS SQUARE TO EAVE.

12.13.4.1.2 INSTALL WALL PANELS WITH VERTICAL EDGES PLUMB.

12.13.4.1.3 ARRANGE AND NEST SIDELAP JOINTS AWAY FROM PREVAILING WINDS WHEN POSSIBLE.

12.13.4.1.4 APPLY PANELS AND ASSOCIATED ITEMS FOR NEAT AND WEATHERTIGHT ENCLOSURE.

12.13.4.1.5 PROTECT FACTORY FINISHES FROM MECHANICAL DAMAGE OR ABRASIONS.

12.13.4.1.6 INSTALL APPROVED TYPE CLOSURES TO EXCLUDE WEATHER.

12.13.4.1.7 INSTALL WEATHER SEAL UNDER RIDGE CAP. FLASH AND SEAL ROOF PANELS AT EAVE, CABLE AND PERIMETER OF ALL OPENINGS THROUGH ROOF AND ELSEWHERE AS REQUIRED OR SHOWN ON DRAWINGS.

12.13.4.1.8 FLASH AND/OR SEAL WALL AND LINER PANELS AT PERIMETER OF ALL OPENINGS, UNDER EAVES AND GABLE TRIMS, ALONG LOWER PANEL EDGES, AND ELSEWHERE AS REQUIRED OR SHOWN ON DRAWINGS, AS APPLICABLE.

12.13.4.1.9 REMOVE ALL FASTENER OR CUTTING SHAVINGS FROM ROOF AND WALL AS ERECTION IS COMPLETED.

12.13.4.2 WALL PANELS

12.13.4.2.1 INSTALL WALL PANELS ON EXTERIOR SIDE OF METAL FRAMING WITH LINER PANELS INSTALLED ON ENCLOSURE INTERIOR IN LOCATIONS SHOWN ON DRAWINGS.

12.13.4.2.2 ALIGN BOTTOMS OF PANELS TO PROPER COVERAGE AND FASTEN WITH MANUFACTURER'S RECOMMENDED AND SUPPLIED FASTENERS.

12.13.4.2.3 CUT AND FASTEN FLASHING AND TRIMS WITH APPROVED TYPE FASTENERS.

12.13.4.2.4 INSTALL ALL FASTENERS WITH POWER TOOL HAVING ADEQUATE TORQUE AND PROPER R.P.M. ADJUSTED TO SEAT FASTENER WITHOUT DAMAGE TO HEADS, WASHERS OR PANELS.

12.13.4.2.5 INSTALL PANEL SIDELAP AWAY FROM PREVAILING WIND OR VIEW DIRECTION WHEN POSSIBLE, MAINTAINING PROPER LAP WITHOUT FASTENER DIMPLING OR EXCESSIVE OVERLAP.

12.14 PAINTING

12.14.1 TOUCH–UP ALL ABRASIONS, SCRATCHES, FIELD WELDS OR OTHER DAMAGES IN SHOP–PRIMED OR FACTORY–FINISHED PAINTED SURFACES CONSISTENT WITH SHOP PRIMER OR FACTORY–FINISHED PAINTING.

12.15 TOLERANCES

12.15.1 ALL FRAMING MEMBERS SHALL BE ERECTED PLUMB, LEVEL OR ALIGNED NOT TO EXCEED A DEVIATION 1:300.

13.0 CHAIN LINK FENCES AND GATES

13.1 COMPONENTS

13.1.1 FABRIC: CHAIN LINK FENCE SHALL BE WOVEN NO. 6 GAUGE WIRE IN 2–INCH DIAMOND MESH PATTERN, SELVAGES TWISTED AND BARBED, VINYL–COATED AFTER WEAVING. KNUCKEL TOP AND BOTTOM OF FABRIC.

13.1.2 LINE POSTS: FOR FENCES UP TO 8 FEET HIGH, USE 2–1/2–INCH OUTSIDE DIAMETER, ASTM A 120, LATEST REVISION, SCHEDULE 40 STEEL PIPE, WEIGHT 3.65 POUNDS PER LINEAR FOOT. FOR FENCES OVER 8 FEET HIGH, FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR SIZES.

13.1.3 END, CORNER, ANGLE AND PULL POSTS: FOR END, CORNER, ANGLE AND PULL POSTS, USE 2.875–INCH OUTSIDE DIAMETER STANDARD WEIGHT STEEL PIPE, WEIGHT 5.79 POUNDS PER LINEAR FOOT.

13.1.4 GATE POSTS: FOR SINGLE AND DOUBLE GATES 3 FEET WIDE TO 13 FEET WIDE, 4–INCH OUTSIDE DIAMETER, 9.1 POUNDS PER FOOT.

13.1.5 POST TOPS: POST TOPS SHALL BE PRESSED STEEL, OR MALLEABLE IRON DESIGNED AS A WEATHERTIGHT CLOSURE CAP FOR TUBULAR POSTS. PROVIDE ONE CAP FOR EACH POST, UNLESS EQUAL PROTECTION IS AFFORDED BY COMBINATION POST TOP CAP AND BARBED WIRE SUPPORTING ARM WHERE BARBED WIRE IS REQUIRED. WHERE TOP RAIL IS USED, PROVIDE TOPS TO PERMIT PASSAGE OF TOP RAIL.

13.1.6 BOTTOM RAIL: 1–5/8–INCH OUTSIDE DIAMETER, WEIGHT 2.27 POUNDS PER LINEAR FOOT. COUPLINGS TO BE OUTSIDE–SLEEVE TYPE AND AT LEAST 6 INCHES LONG. BOTTOM RAIL TO EXTEND BETWEEN LINE POSTS TO FORM CONTINUOUS RAIL FROM END–TO–END OF EACH STRETCH OF FENCE.

13.1.7 TOP RAIL: 1–5/8–INCH OUTSIDE DIAMETER, WEIGHT 2.27 POUNDS PER LINEAR FOOT.COUPLINGS TO BE OUTSIDE–SLEEVE TYPE AND AT LEAST 6 INCHES LONG. TOP RAIL TO EXTEND THROUGH BOTTOM OF LINE POST TO FORM CONTINUOUS BRACE FROM END–TO–END OF EACH STRETCH OF FENCE.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

400-085.01 2021B-008

SPECIFICATIONS (SHEET 4)

DWG NO. 9 OF 23 | SHEET G-08 | PROJ. NO. 400-085.01 | DATE APRIL 01, 2021

BID SET

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-05-MULTI.dwg; Plotted @: 4/20/2021 4:49:03 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

## SPECIFICATIONS (CONTINUED)

13.0 CHAIN LINK FENCES AND GATES (CONTINUED)

13.1 COMPONENTS (CONTINUED)

13.1.8 BRACES: HORIZONTAL BRACE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND SHALL BE INSTALLED MIDWAY BETWEEN THE TOP RAIL AND FENCE BOTTOM. BRACES SHALL BE SECURELY FASTENED TO THE POSTS BY HEAVY–PRESSED STEEL AND MALLEABLE FITTINGS, THEN SECURELY TRUSSED FROM LINE POST TO BASE OF TERMINAL POST WITH A 3/8–INCH TRUSS ROD AND TIGHTENER.

BRACES SHALL ALSO BE PROVIDED BETWEEN ALL LINE POSTS.

13.1.9 FITTINGS: MALLEABLE STEEL, CAST IRON, OR PRESSED STEEL, GALVANIZED TO MEET THE REQUIREMENTS OF ASTM A 153, LATEST REVISION. FITTINGS TO INCLUDE 45–DEGREE DOUBLE EXTENSION ARMS FOR BARBED WIRE, STRETCHER BARS AND CLAMPS, CLIPS, TENSION RODS, BRACE RODS, HARDWARE, FABRIC BANDS AND FASTENINGS, AND ALL ACCESSORIES. PROVIDE 45–DEGREE BRACKET TYPE SUPPORTS TO EACH POST TO ACCOMMODATE THREE STRANDS OF BARBED WIRE EACH, IF REQUIRED.

13.1.10 BARBED WIRE: FOUR–POINT PATTERN WITH TWO STRANDS OF NO. 12–1/2–GAUGE WIRE, AND 1–INCH BARBS 5 INCHES APART. ZINC–COATED BARBED WIRE SHALL MEET REQUIREMENTS OF ASTM A 121, LATEST REVISION, CLASS 3; ALUMI– NUM–COATED BARBED WIRE SHALL MEET THE REQUIREMENTS OF ASTM A 585, LATEST REVISION.

13.1.11 TENSION BAR BANDS: BAR BANDS SHALL BE HEAVY–PRESSED STEEL, SPACED NOT OVER 15 INCHES ON CENTER TO SECURE TENSION BARS TO TUBULAR END, CORNER, PULL AND GATE POSTS.

13.1.12 TENSION BARS: TENSION BARS SHALL BE ONE–PIECE LENGTHS EQUAL TO FULL HEIGHT OF FABRIC WITH A MINIMUM CROSS–SECTION OF 3/16–INCH BY 3/4–INCH. PROVIDE ONE TENSION BAR FOR EACH GATE AND END POST AND TWO FOR EACH CORNER AND PULL POST.

13.2 GATES

13.2.1 GATES SHALL BE SWING TYPE AS INDICATED ON THE DRAWINGS, COMPLETE WITH LATCHES, STOPS, KEEPERS AND HINGES.

13.2.2 GATE FRAMES SHALL BE CONSTRUCTED OF TUBULAR MEMBERS WELDED AT ALL CORNERS OR ASSEMBLED WITH FITTINGS. ON STEEL, WELDS SHALL BE PAINTED WITH ZINC–BASED PAINT. WHERE CORNER FITTINGS ARE USED, GATES SHALL HAVE TRUSS RODS OF 5/16–INCH MINIMUM NOMINAL DIAMETER TO PREVENT SAG OR TWIST. GATE LEAVES SHALL HAVE VERTICAL INTERME– DIATE BRACING AS REQUIRED, SPACED SO THAT NO MEMBERS ARE MORE THAN 8 FEET APART. GATE LEAVES 10 FEET OR OVER SHALL HAVE A HORIZONTAL BRACE OR ONE 5/16–INCH MINIMUM DIAGONAL TRUSS ROD. WHEN FENCE HAS BARBED WIRE TOP, THE END MEMBERS OF THE GATE FRAMES SHALL BE EXTENDED ONE FOOT ABOVE THE TOP HORIZONTAL MEMBER TO WHICH THREE STRANDS OF BARBED WIRE, UNIFORMLY SPACED, SHALL BE ATTACHED BY USE OF BANDS, CLIPS OR HOOK BOLTS.

13.2.3 FABRICATEFRAMES OF STANDARD WEIGHT PIPE 1.90–INCH OUTSIDE DIAMETER, WEIGHT 2.72 POUNDS PER LINEAR FOOT.

13.2.4 GATE FABRIC SHALL BE THE SAME TYPE AS USED IN THE FENCE CONSTRUC– TION. THE FABRIC SHALL BE ATTACHED SECURELY TO THE GATE FRAME AT INTERVALS NOT EXCEEDING 15 INCHES.

13.2.5 GATE HINGES SHALL BE OF ADEQUATE STRENGTH FOR GATE AND WITH LARGE BEARING SURFACES FOR CLAMPING IN POSITION. THE HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE. THE GATES SHALL BE CAPABLE OF BEING OPENED AND CLOSED EASILY BY ONE PERSON.

13.2.6 GATE LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES. LATCHES SHALL HAVE A PLUNGER–BAR ARRANGED TO ENGAGE THE CENTER STOP, EXCEPT THAT FOR SINGLE GATES OF OPENINGS LESS THAN 10 FEET WIDE, A FORKED LATCH MAY BE PROVIDED. LATCHES SHALL BE ARRANGED FOR LOCKING WITH PADLOCKS. CENTER STOPS SHALL CONSIST OF A DEVICE ARRANGED TO BE SET IN CONCRETE AND TO ENGAGE A PLUNGER–BAR OF THE LATCH OF DOUBLE GATES. NO STOP IS REQUIRED FOR SINGLE GATES. KEEPERS SHALL CONSIST OF A MECHANICAL DEVICE FOR SECURING THE FREE END OF THE GATE WHEN IN THE FULL OPEN POSITION.

13.2.7 DOUBLE GATES: SIZE AND CONFIGURATION SHALL BE AS INDICATED. PROVIDE GATE STOPS FOR ALL DOUBLE GATES, CONSISTING OF MUSHROOM TYPE OR FLUSH PLATE WITH ANCHORS. SET IN CONCRETE TO ENGAGE THE CENTER DROP ROD OR PLUNGER BAR. PROVIDE LOCKING DEVICE AND PADLOCK EYES AS AN INTEGRAL PART OF THE LATCH, REQUIRING ONE PADLOCK FOR LOCKING BOTH GATE LEAVES.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

SPECIFICATIONS (SHEET 5)

DWG NO. 10 OF 23
SHEET G-09
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

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BID SET

Based on current site elevations, we estimate that one to two feet of fill may be required to bring the site up to construction grade; however, the final building pad elevation shall be determined by a professional architect, civil engineer, or other qualified party.

NE should be notified in writing by the client of any changes in the proposed construction along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.

## GENERAL SUBSURFACE CONDITIONS

### Soil Survey Maps

As part of the geotechnical exploration, we have reviewed available Soil Conservation Service (SCS) survey maps for Palm Beach County. These SCS maps provide qualitative information about potential general shallow soil conditions in the project vicinity. This information was derived from approximately 6 ft. deep manual auger borings, aerial photo and surface feature interpretation at some point in the past (mid 1980's to early 1970's). The SCS data may or may not reflect actual current site conditions. A review of the Soil Survey for Palm Beach County revealed that at the time the survey was conducted, the soils at the site were described as Arents-Urban land complex, organic substratum. These soils are described as nearly level, somewhat poorly drained sandy soils that were either dredged from nearby waterways or imported from other areas and used for fill material. The areas were formerly organic marshes and swamps that were filled with a heterogeneous overburden material for urban land use. We note that the soil surveys were typically penetrated to a depth of approximately six feet.

It is our understanding that historically the organic soils have been removed and replaced with clean fill soil within the treatment plant vicinity due to the fact that the existing structures at the site are supported upon a shallow foundation system.

### Subsurface Exploration

NUTTING ENGINEERS OF FLORIDA, INC. was requested to perform four Standard Penetration Test (SPT) borings (ASTM D-1586) to depths of fifteen feet below land surface. The locations of the test borings are indicated on the individual test boring reports presented in the Appendix of this report. The boring locations were identified in the field using approximate methods; namely, a measuring wheel and available surface controls. As such the soil boring locations should be considered to be approximate.

### Test Boring Results

In general, the soil boring locations recorded a surface layer of asphalt and basecourse material in the upper one foot, underlain by medium dense tan to gray sand with some limestone fragments to a depth of approximately four to five feet. Below these soils very loose to medium dense brown to tan sand was encountered to a depth of fifteen feet, the maximum depth explored. Please see the enclosed soil classification sheet in the Appendix of this report for additional important information regarding these descriptions, the field evaluation and other related information.

We note that in test boring B-4 some buried construction debris was encountered at depths of two to four feet below the existing ground surface.

Note: Substantially different subsurface conditions may exist at other areas of the site. Buried debris may or may not be identified or adequately delineated by soil borings. Test pit excavation can provide more insight into such conditions and rock lithology if present. Such conditions may be revealed during site development activities (e.g. proof rolling, utility & foundation excavation activities) or other related activities. Should additional assurance be desired by the client, further subsurface investigation could be performed.

### Groundwater Information

The immediate groundwater level was measured at the boring locations at the time of drilling. The groundwater level was encountered at an approximate depth of five and a half feet below the existing ground surface at the time of drilling.

The immediate depth to groundwater measurements presented in this report will not provide a reliable indication of stabilized or more long term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data **should not** be relied upon alone for project design considerations.

## ANALYSIS AND RECOMMENDATIONS

Based on our understanding of the subject site area along with the test boring findings, site subsurface conditions suggest that the historically mapped organic soils were demucked and replaced with sand soils. Test boring B-4 also noted the presence of some potential buried construction debris at depths of two to four feet below the existing ground surface. It is recommended that prior to building pad construction in order to better understand the possible debris material, some back hoe excavated test pits be performed. The test pits should be performed under the presence of the undersigned engineer.

If the test pit findings, as confirmed by the undersigned engineer, suggest suitable soil conditions, then the recommendations presented below may be employed. If differing conditions are encountered (presence of heavy construction debris) from the test pit exploration, alternative recommendations would be provided at that time.

The borings performed for this project suggest that the site may be prepared using conventional site preparation and compaction techniques as described herein. Once the site is successfully prepared in accordance with the recommendations presented in this report, the site may be developed with the proposed maintenance building using a shallow foundation system designed for an allowable soil bearing pressure of 2,500 pounds per square foot. Once plans are finalized for the proposed construction, a copy should be provided to Nutting Engineers for review to determine whether additional details or changes to our recommendations are warranted. All work should be completed in accordance with applicable building codes, other regulations as appropriate, and good standard local practice.

We recommend a minimum width of 18 inches for continuous footings and 30 inches for individual footings, even though the soil bearing pressure may not be fully developed in all cases. We recommend that the bottom of footings be at least 12 inches below the lowest adjacent finished grade.

It is our opinion that the floor slab system may be constructed as a slab on grade. We recommend that a vapor barrier be placed between the soil and concrete. We also recommend that the reinforcing steel mesh be placed at the approximate center of the slab for tensile support.

### Settlement Analysis

We performed a settlement evaluation based upon a hypothetical improved soil profile following completion of the compaction operations using a moderately sized vibratory compactor for the construction. This method should improve the soils to provide an allowable bearing capacity of 2,500 pounds per square foot. It was estimated that upon proper completion, long-term total settlements should be on the order of less than approximately one inch. Differential settlements should be approximately one-half of the total settlement. Distortions that occur along wall footings should not be more than 1 in 500. Most of this settlement should occur upon the application of the dead load during construction.

### Site Preparation

The surficial organic soils, asphalt/basecourse material, any existing underground utilities (if applicable), and any unsuitable soils as determined by the Geotechnical Engineer will need to be completely removed within the construction area and to a lateral distance of at least five feet beyond the footprint limits, where practical. A Nutting Engineer's representative should be present to observe that the stripping operations are performed as we have discussed herein.

Upon approval by the geotechnical engineer, the stripped surface (no fill added at this time) should then be thoroughly soaked with water and compacted with at least 20 overlapping passes of a vibratory compactor having a minimum dynamic force of 10 tons operated no faster than at a slow walking pace. The roller coverage's should be equally divided into two perpendicular directions. The compaction operations must be observed by a representative of Nutting Engineers.

In addition, the surface should also be compacted until a density equivalent to at least 98 percent of the modified Proctor maximum dry density (ASTM D-1557) is achieved to a depth of at least 12 inches below the compacted surface.

The stockpiled backfill and any additional structural fill needed to bring the site back to bottom of foundation level may then be placed in lifts not exceeding twelve inches in loose thickness. Each lift should be thoroughly compacted until densities equivalent to at least 98 percent of the modified proctor maximum dry density are uniformly obtained. Fill should consist of granular soil, with less than 10% passing the No. 200 sieve, free of rubble, organics (5% or less) clay, debris and other unsuitable material.

The fill should have ASTM designation (D-2487) of GP, GW, SP, or SW, with a maximum particle size of no more than 3 inches or as otherwise approved by Nutting Engineers.

Following site and building pad construction as discussed above, the foundation area should be excavated and the footings formed.

The bottom of foundation excavations should be compacted after excavation to develop a minimum density requirement of 98 percent of the maximum modified Proctor dry density, for a minimum depth of two (2) feet below the bottom of the footing depth, as determined by field density compaction tests. The floor slab area should also be compacted in the same manner.

### Additional Note

We note that in order to maintain the calculated settlement through the life of the structure it would be necessary that effective use of roof gutters to collect rainwater and downspouts be designed to migrate the water well away from the foundations. Also the site would need to be graded and maintained to prevent rainwater from flowing towards the building and ponding nearby walls and foundations.



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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DSGN: C.DICKINSON
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

GEOTECHNICAL REPORT
(SHEET 1)

DWG NO. 11 OF 23
SHEET G-10
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

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1310 Neptune Drive
Boynton Beach, FL 33426
Telephone: 561-736-4900
Fax: 561-737-9975

# BORING NUMBER TB-2

PAGE 1 OF 1

PROJECT NUMBER 7533.34
CLIENT Village of Palm Springs
PROJECT NAME WTP New Maintenance Building
PROJECT LOCATION 360 Gilpin Way, Palm Springs, Florida

DATE STARTED 10/20/14 COMPLETED 10/20/14 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY R. Drowatzky CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 5.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan

| DEPTH (ft) | GRAPHIC LOG | MATERIAL DESCRIPTION | SAMPLE TYPE NUMBER | Blows | N-Values | ▲SPT N VALUE▲ 10 20 30 40 / PL MC LL 20 40 60 80 / □FINES CONTENT (%)□ 20 40 60 80 |
|---|---|---|---|---|---|---|
| 0 | | ASPHALT, baserock | SS 1 | 15-14-14-12 | 28 | |
| | | Dk. tan fine SAND, some limestone fragments | | | | |
| | | Lt. tan fine SAND | SS 2 | 8-10-8-8 | 18 | |
| 5 | | | SS 3 | 6-6-6-5 | 12 | |
| | | ▽ Tan fine SAND | SS 4 | 4-3-2-2 | 5 | |
| | | | SS 5 | 4-5-7-8 | 12 | |
| 10 | | | SS 6 | 4-4-5-6 | 9 | |
| | | | | | | |
| 15 | | | SS 7 | 6-6-6 | 12 | |
| | | Bottom of hole at 15.0 feet. | | | | |

TEST NUTTING BOREHOLE - 7533.34 VILLAGE OF PALM SPRINGS - WTP MAINTENANCE BUILDING.GPJ - GINT US.GDT 9/29/14

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

# BORING NUMBER TB-3

PAGE 1 OF 1

PROJECT NUMBER 7533.34
CLIENT Village of Palm Springs
PROJECT NAME WTP New Maintenance Building
PROJECT LOCATION 360 Gilpin Way, Palm Springs, Florida

DATE STARTED 10/20/14 COMPLETED 10/20/14 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY R. Drowatzky CHECKED BY C. Gworek ▽ AT TIME OF DRILLING 5.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan

| DEPTH (ft) | GRAPHIC LOG | MATERIAL DESCRIPTION | SAMPLE TYPE NUMBER | Blows | N-Value | ▲SPT N VALUE▲ 10 20 30 40 / PL MC LL 20 40 60 80 / □FINES CONTENT (%)□ 20 40 60 80 |
|---|---|---|---|---|---|---|
| 0 | | ASPHALT, baserock | SS 1 | 12-10-9-9 | 19 | |
| | | Tan fine SAND, some limestone fragments | | | | |
| | | Lt. tan fine SAND | SS 2 | 8-10-9-8 | 19 | |
| 5 | | | SS 3 | 5-4-4-4 | 8 | |
| | | ▽ Brown fine SAND | SS 4 | 3-3-3-3 | 6 | |
| | | | SS 5 | 3-3-5-5 | 8 | |
| 10 | | | SS 6 | 4-5-6-6 | 11 | |
| | | | | | | |
| 15 | | | SS 7 | 3-4-5 | 9 | |
| | | Bottom of hole at 15.0 feet. | | | | |

TEST NUTTING BOREHOLE - 7533.34 VILLAGE OF PALM SPRINGS - WTP MAINTENANCE BUILDING.GPJ - GINT US.GDT 9/29/14

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ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

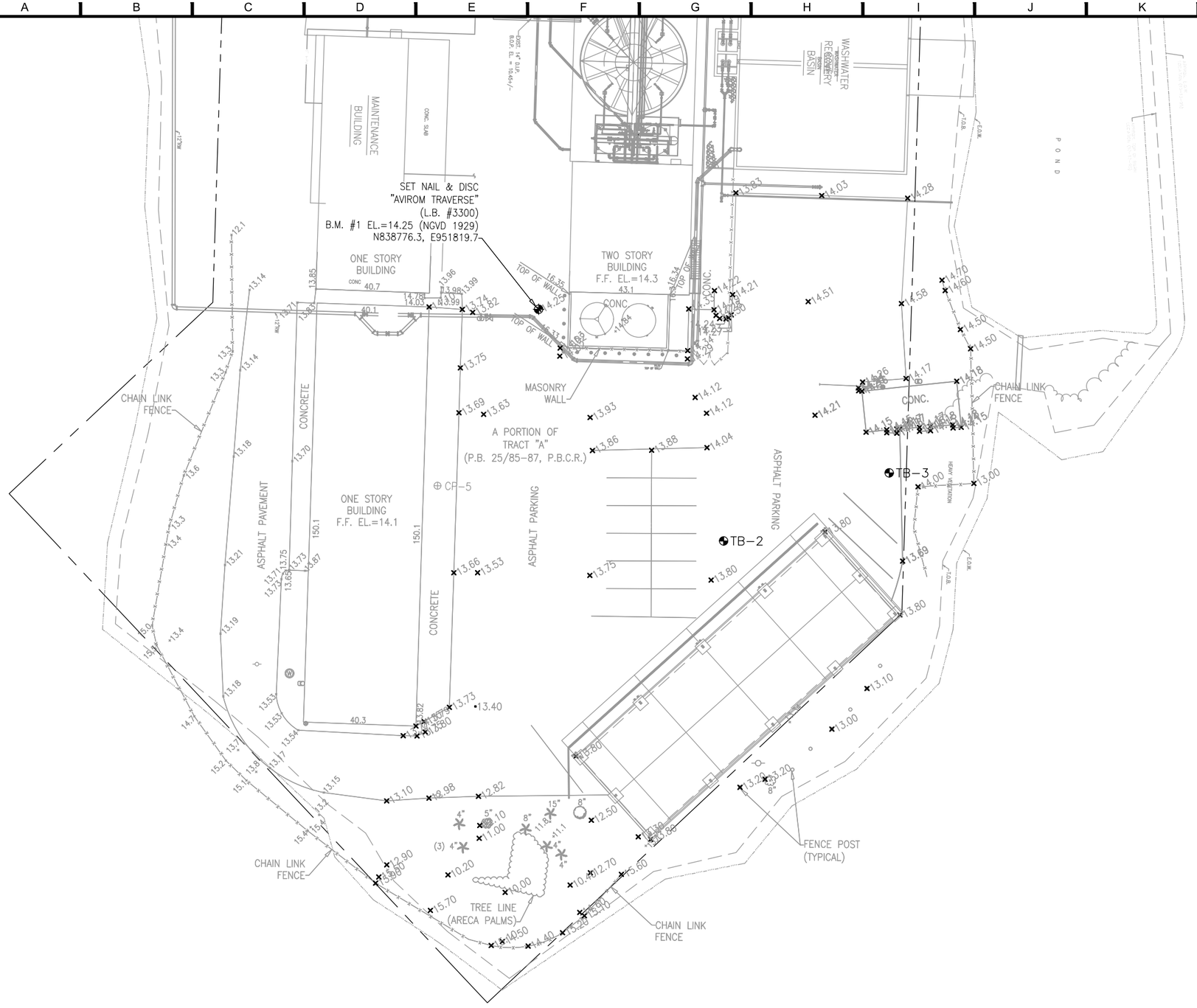
**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

GEOTECHNICAL REPORT
(SHEET 2)

DWG NO. 12 OF 23
SHEET G-11
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_G-09.dwg; Plotted @: 4/20/2021 4:49:22 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET




## SURVEY CONTROL POINTS

⊕ CP-5 : IRON ROD & CAP : N838707.4, E951783.4

## BENCHMARK DATA

BM-1 BENCHMARK EL. 14.25, NAIL & DISC,
WEST OF BRINE STORAGE TANKS / CONTAINMENT

CERTIFICATION:

1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. No underground improvements were located.
4. Elevations shown hereon are in feet and based on the National Geodetic Vertical Datum of 1929 (NGVD 1929).
5. Benchmark Description: Site Benchmarks based on plans provided by Eckler Engineering.
6. Data shown hereon was compiled from instrument(s) of record and does not constitute a Boundary Survey.
7. Symbols shown hereon and in the legend may have been enlarged for clarity. These symbols have been plotted at the center of the field location and may not represent the actual shape or size of the feature.
8. The species of trees as shown hereon were identified to the best of knowledge and ability of the surveyor, without the benefit of an arborist or biologist. It is the responsibility of the end user to verify the identity of the species.
9. Abbreviation Legend: B.M. = Benchmark; CONC. = Concrete; EL. = Elevation; F.B. = Field Book; F.F. = Finished Floor; L.B. = Licensed Business; NGVD = National Geodetic Vertical Datum; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor.

**LEGEND**

| | |
|---|---|
| ⊕ | BENCHMARK |
| ● | BOLLARD (UNLESS NOTED) |
| ⊡ | ELECTRIC SERVICE BOX |
| + 0.00 | EXISTING ELEVATION |
| ⊛ | SPIGOT |
| ⊡ | UNKNOWN UTILITY SERVICE BOX |
| ⋈ | WATER VALVE |
| Ⓦ | WELL / LIFT STATION |
| —○— | WOOD POWER POLE |

**TREE LEGEND**

| | |
|---|---|
| | GUMBO LIMBO |
| | PALM |
| | SEA GRAPE |
| | UNKNOWN |
| 12" | DENOTES 12" DIAMETER TRUNK (TYPICAL) |

PREPARED BY:
AVIROM & ASSOCIATES, INC.
50 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594

CERTIFICATION:

I HEREBY CERTIFY that the attached Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Topographic Survey meets the Standards of Practice set forth in Chapter 5J-17.050 through 5J-17.052, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: _____

JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

# VILLAGE OF PALM SPRINGS

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

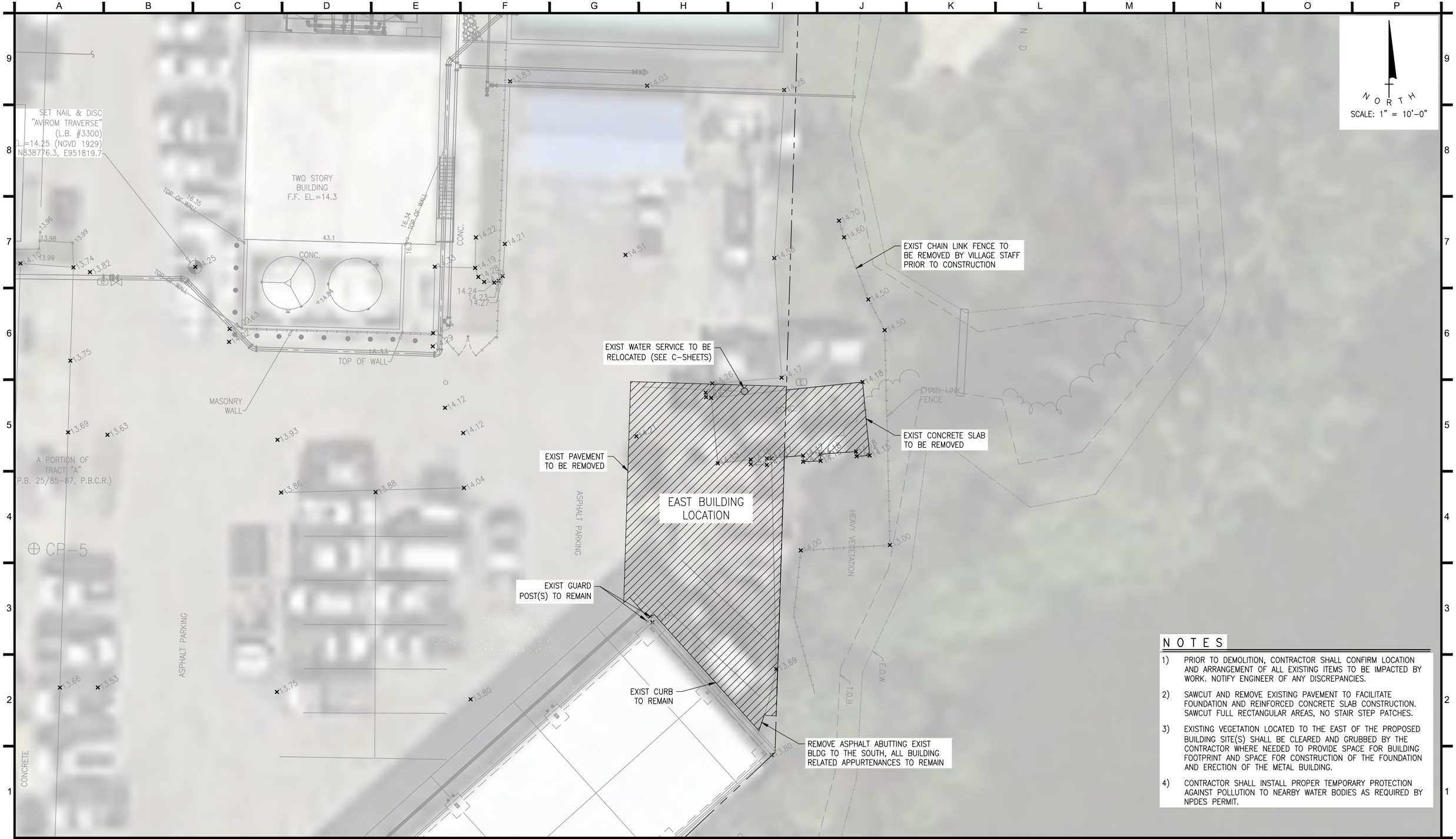
400-085.01 2021B-008

SITE SURVEY AND SOIL BORING LOCATIONS

DWG NO. 13 OF 23
SHEET SUR-1
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_SUR-01.dwg; Plotted @: 4/20/2021 4:49:39 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET




## NOTES

1) PRIOR TO DEMOLITION, CONTRACTOR SHALL CONFIRM LOCATION AND ARRANGEMENT OF ALL EXISTING ITEMS TO BE IMPACTED BY WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES.
2) SAWCUT AND REMOVE EXISTING PAVEMENT TO FACILITATE FOUNDATION AND REINFORCED CONCRETE SLAB CONSTRUCTION. SAWCUT FULL RECTANGULAR AREAS, NO STAIR STEP PATCHES.
3) EXISTING VEGETATION LOCATED TO THE EAST OF THE PROPOSED BUILDING SITE(S) SHALL BE CLEARED AND GRUBBED BY THE CONTRACTOR WHERE NEEDED TO PROVIDE SPACE FOR BUILDING FOOTPRINT AND SPACE FOR CONSTRUCTION OF THE FOUNDATION AND ERECTION OF THE METAL BUILDING.
4) CONTRACTOR SHALL INSTALL PROPER TEMPORARY PROTECTION AGAINST POLLUTION TO NEARBY WATER BODIES AS REQUIRED BY NPDES PERMIT.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C,DICKINSON
DR: M,SIQUEIRA
CHK: D,HAMMANN
APVD: D,HAMMANN

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

# VILLAGE OF PALM SPRINGS

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

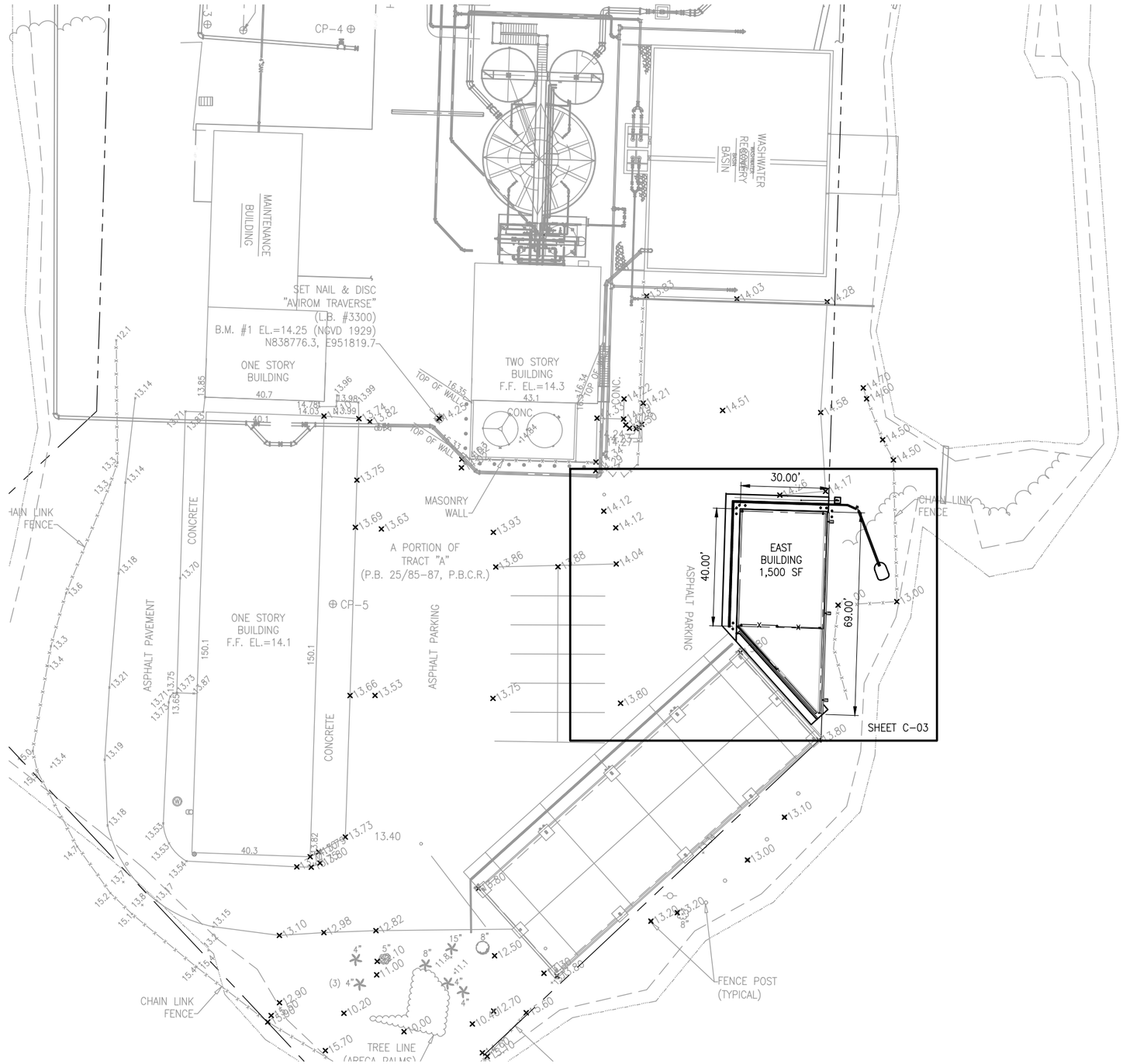
400-085.01 2021B-008

## DEMOLITION PLAN

DWG NO. 14 OF 23
SHEET C-01
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

BID SET

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SCALE: 1" = 20'-0"

## NOTES

1) ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION, STORAGE, OR OTHER CONTRACTOR ACTIVITY SHALL BE SODDED, PER SPECIFICATIONS AND DETAILS.
2) FINISH GRADES SHALL BE FIELD VERIFIED TO CONFIRM DRAINAGE PATTERNS ( ~~~> ) WHERE INDICATED.
3) MAINTAIN EXISTING DRAINAGE PATTERNS UNLESS SHOWN OTHERWISE.
4) CONTRACTOR SHALL CONFIRM ALL EARTHWORK VOLUME REQUIREMENTS.
5) EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.

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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

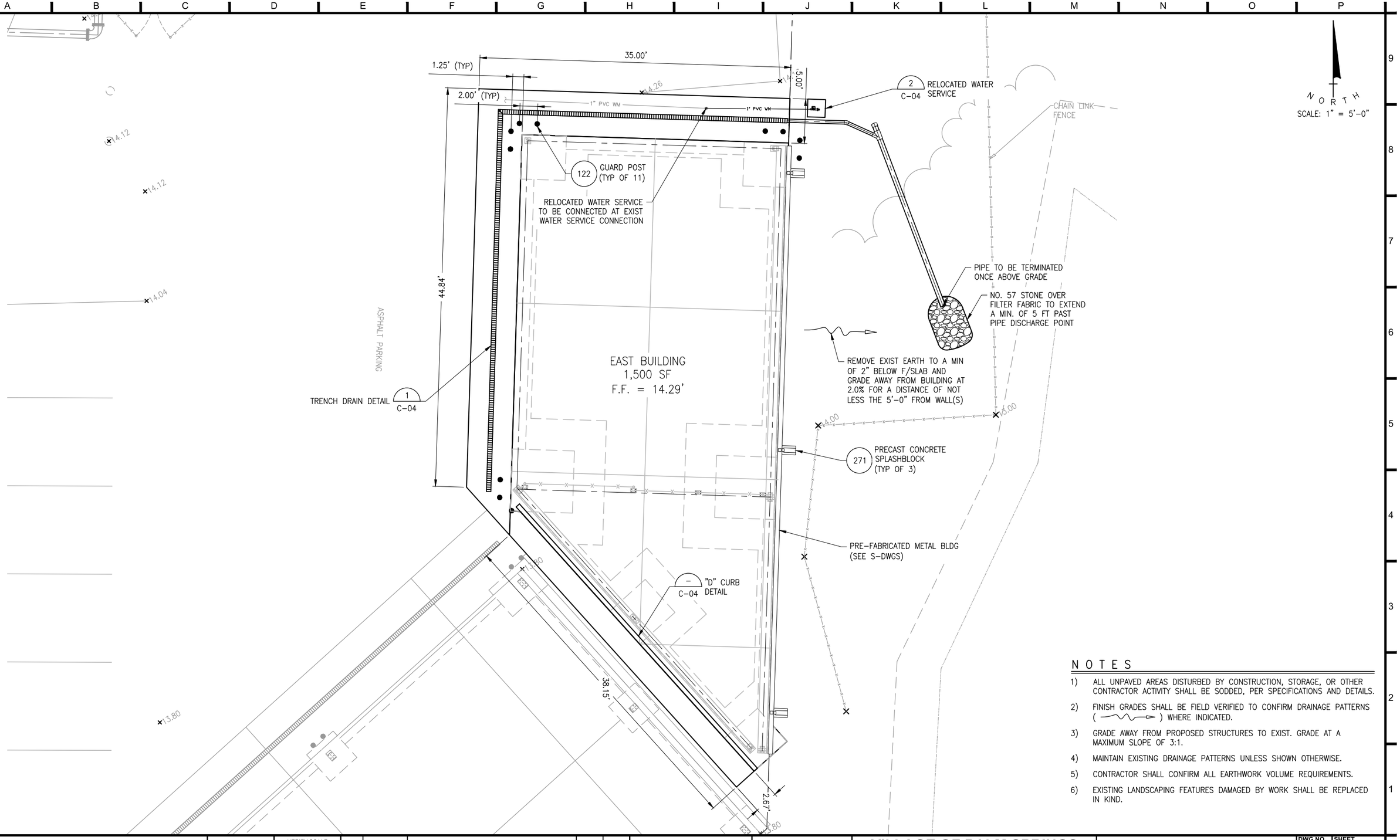
400-085.01 2021B-008

OVERALL SITE PLAN

DWG NO. 15 | SHEET C-02
OF 23 | PROJ. NO. 400-085.01
DATE APRIL 01, 2021

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BID SET




## NOTES

1) ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION, STORAGE, OR OTHER CONTRACTOR ACTIVITY SHALL BE SODDED, PER SPECIFICATIONS AND DETAILS.
2) FINISH GRADES SHALL BE FIELD VERIFIED TO CONFIRM DRAINAGE PATTERNS ( ~~~▷ ) WHERE INDICATED.
3) GRADE AWAY FROM PROPOSED STRUCTURES TO EXIST. GRADE AT A MAXIMUM SLOPE OF 3:1.
4) MAINTAIN EXISTING DRAINAGE PATTERNS UNLESS SHOWN OTHERWISE.
5) CONTRACTOR SHALL CONFIRM ALL EARTHWORK VOLUME REQUIREMENTS.
6) EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.

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DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

# VILLAGE OF PALM SPRINGS

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

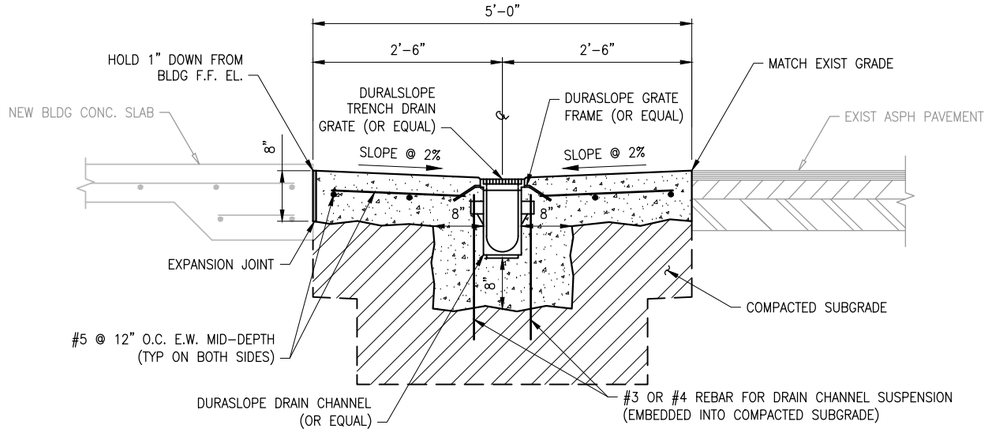
400-085.01 2021B-008

SITE PLAN (EAST BLDG)

DWG NO. 16 OF 23 | SHEET C-03 | PROJ. NO. 400-085.01 | DATE APRIL 01, 2021

BID SET

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## TRENCH DRAIN DETAIL

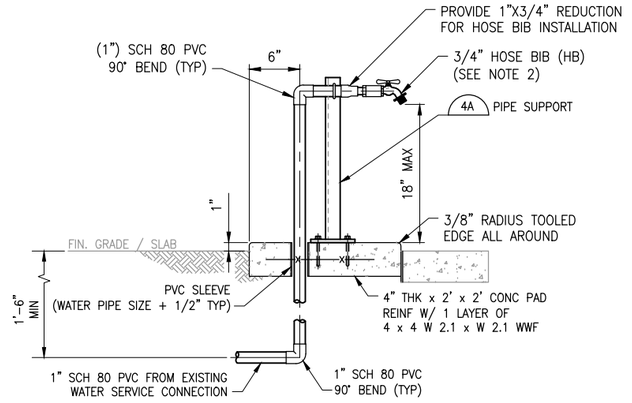
1

SCALE: 1" = 1'-0"

C-03

NOTES:

1. EXPOSED PVC PIPE SHALL BE PAINTED PER SPECIFICATIONS.
2. HB: 3/4" BRASS QUARTER TURN HOSE BIB, 125 LB. GWP TO 100° °F. NIBCO QT56X OR EQUAL.

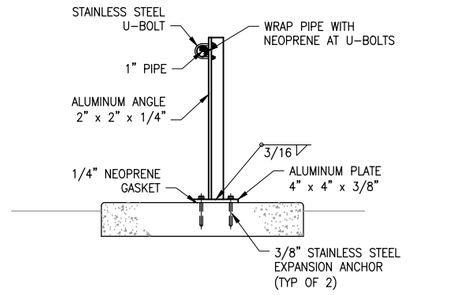



## WATER SERVICE DETAIL

2

SCALE: N.T.S.

C-03




## PIPE SUPPORT

4A

SCALE: N.T.S.

| | | |
|---|---|---|
| ECKLER ENGINEERING, INC. | DSGN: C.DICKINSON | VERIFY SCALE 1" |
| 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 | DR: M.SIQUEIRA | BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY. |
| (954) 510-4700 - FAX (954) 755-2741 | CHK: D.HAMMANN | |
| CA No. 7803 | APVD: D.HAMMANN | |

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

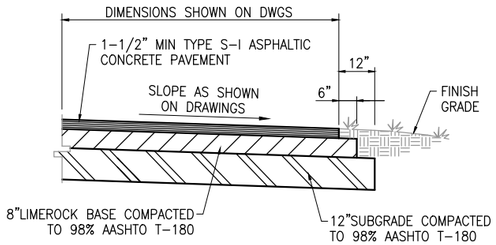
400-085.01 2021B-008

SPECIFIC DETAILS - CIVIL

| | |
|---|---|
| DWG NO. 17 | SHEET C-04 |
| OF 23 | PROJ. NO. 400-085.01 |
| DATE APRIL 01, 2021 | |

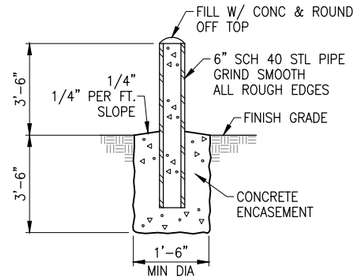
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## TYPICAL ON-SITE ASPHALT PAVEMENT SECTION

103




NOTES:

1) PAINT EXPOSED PORTION AS FOLLOWS:

| | |
|---|---|
| SURFACE PREPARATION: | REMOVE ALL DIRT, OIL, GREASE, (FIELD) CHEMICALS BY PRESSURE WATER BLASTING. REMOVE ALL RUST BY ABRASIVE BLAST CLEANING PER SSPC-SP7 (BRUSH OFF BLAST) OR BY SSPC-SP2 & 3 (HAND & POWER TOOL CLEANING) |
| PRIME COAT: | EPOXY MASTIC (TNEMEC SERIES 135 CHEMBUILD, OR EQUAL, AT 5.0 MILS DFT.) |
| TOP COAT: | POLYURETHANE (TNEMEC SERIES 73 ENDRASHIELD), OR EQUAL, AT 3.0 MILS DFT. |
| MDFT: | 8.0 MILS FOR THE TWO COAT SYSTEM |
| COLOR: | SAFETY YELLOW - 02SF |

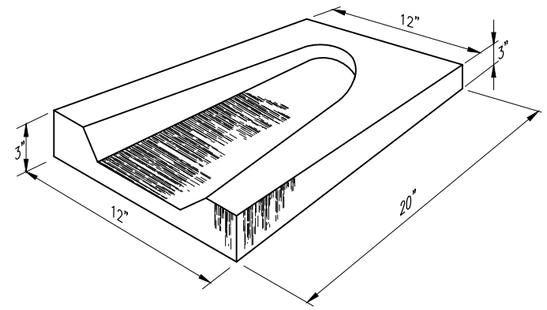
2) COLOR SHALL BE SAFETY YELLOW.

## GUARD POST

122

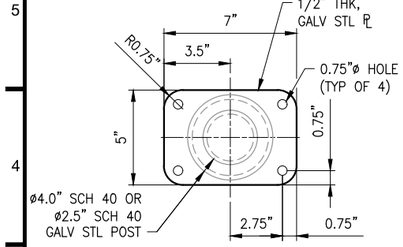
NOTES:

| | |
|---|---|
| COLOR: | GRAY |
| COMPRESSION STRENGTH: | 3000 PSI |

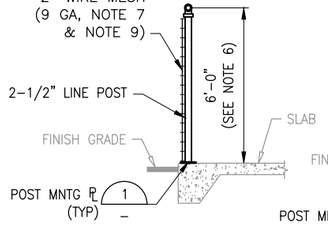



## PRECAST CONCRETE SPLASHBLOCK

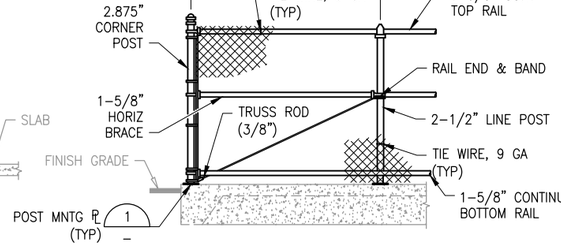
271



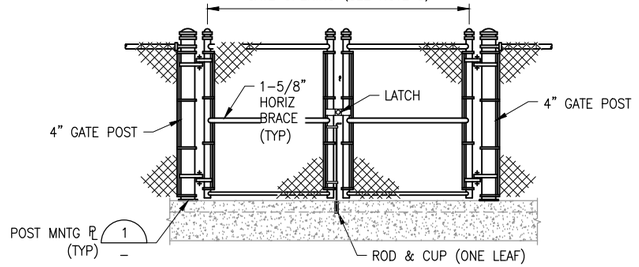

PLAN




TYPICAL LINE POST



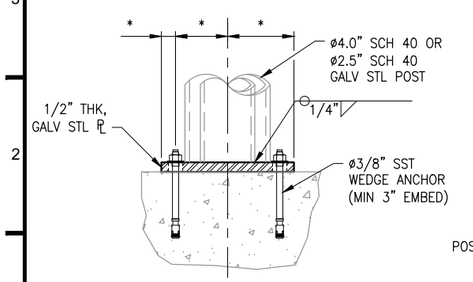

TYPICAL FENCE AT CORNER



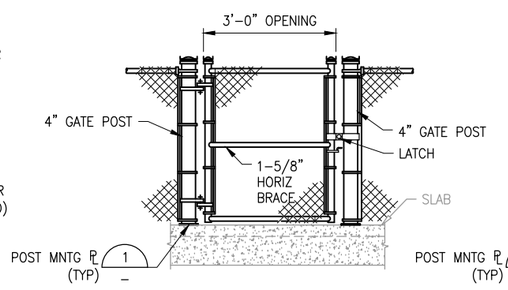

DOUBLE LEAF GATE

NOTES:

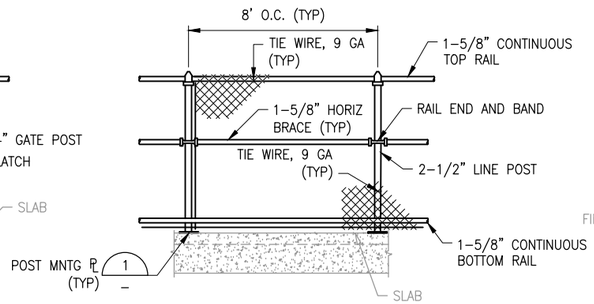
1. MATERIALS MEET OR EXCEED BUILDING CODE REQUIREMENTS.
2. MATERIALS SHALL BE AS SPECIFIED, IN SECTION 02831-CHAIN LINK FENCES AND GATES.
3. HORIZONTAL BRACE SHALL BE PROVIDED BETWEEN ALL LINE POSTS IN ADDITION TO CORNER/END POSTS.
4. OPENING AS NOTED ON DRAWINGS
5. GATE LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
6. FENCE HEIGHT SHALL BE 6'-0" ABOVE CONCRETE SLAB ELEVATION.
7. BLACK THERMAL FUSED VINYL COATED.
8. OPENING WIDTH PER DRAWINGS (MIN 12').
9. MESH TO BE KNUCKLED AT THE TOP AND BOTTOM.
10. * = PER PLAN VIEW



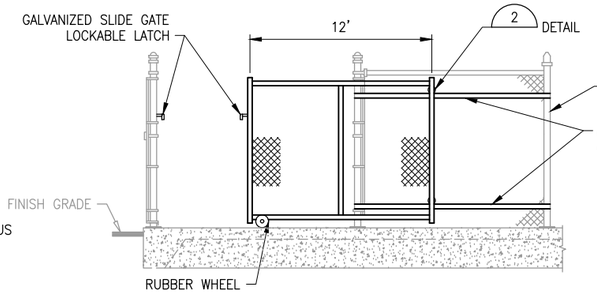

ELEVATION



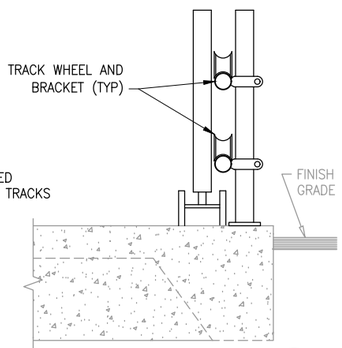

SINGLE LEAF GATE




TYPICAL FENCE AT LINE POST(S)




ROLLING GATE




124A

# REMOVABLE CHAIN LINK FENCE WITH DOUBLE AND SINGLE GATE

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

| | |
|---|---|
| DSGN: | C,DICKINSON |
| DR: | M,SIQUEIRA |
| CHK: | D,HAMMANN |
| APVD: | D,HAMMANN |

VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING
400-085.01 2021B-008

STANDARD DETAILS - CIVIL

| | |
|---|---|
| DWG NO. | 18 |
| OF | 23 |
| SHEET | CD-01 |
| PROJ. NO. | 400-085.01 |
| DATE | APRIL 01, 2021 |

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_CD-01.dwg; Plotted @: 4/20/2021 4:51:03 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET

## GENERAL NOTES

1) THESE NOTES SUPPLEMENT THE SPECIFICATIONS, WHICH SHALL BE REFERENCED FOR ADDITIONAL REQUIREMENTS.

2) THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE BUILDING ACCESS EXTENSION. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

3) WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, PLAN NOTES AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN. DETAILS ON DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. DETAILS NOTED TYPICAL APPLY TO ALL SIMILAR CONDITIONS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ELSEWHERE ON THE PROJECT.

4) FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

5) ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/4" CHAMFERED EDGE OR 3/8" RADIUS TOOLED EDGE UNLESS OTHERWISE NOTED.

6) COORDINATION: STRUCTURAL DRAWINGS ARE NOT STAND-ALONE DOCUMENTS AND ARE INTENDED TO BE USED IN CONJUNCTION WITH THE CIVIL, MECHANICAL, ELECTRICAL AND DRAWINGS FROM OTHER DISCIPLINES. THE CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.

## STRUCTURAL CONCRETE REINFORCING NOTES

1) CONCRETE AND REINFORCING SHALL BE AS SPECIFIED.

2) REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED:
   - CONCRETE CAST AGAINST EARTH 3"
   - FORMED SURFACES IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED WEATHER 2"

   FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL:
   - SLABS AND WALLS 2"
   - BEAMS AND COLUMNS 1-1/2"

3) SPLICES AND LAPS OF DEFORMED BARS:
   - MINIMUM LAP 40 DIAMETERS (< #6) AND 48 DIAMETERS (≥ #6). (SEE LAP SPLICE SCH)
   - TENSION LAPS IN ACCORDANCE WITH ACI 318.
   - OTHER LAP DISTANCES AS INDICATED ON DRAWINGS.

**LAP SPLICE SCHEDULE**

| LAP | STEEL GRADE KSI | BAR SIZE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | L = LAP SPLICE IN INCHES | | | | | | | | |
| 40 BAR DIA | 60 | 15 | 20 | 25 | – | – | – | – | – | – |
| 48 BAR DIA | 60 | – | – | – | 36 | 42 | 48 | 55 | 61 | 68 |

| BAR TYPE | DIA (IN) |
|---|---|
| #3 | 0.375 |
| #4 | 0.500 |
| #5 | 0.625 |
| #6 | 0.750 |
| #7 | 0.875 |
| #8 | 1.00 |
| #9 | 1.128 |
| #10 | 1.270 |

4) THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

## DESIGN CRITERIA

1) DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7-10 FOR THE FOLLOWING CRITERIA PER FLORIDA BUILDING CODE SECTION 1603.1.4:

   a) BASIC WIND SPEED = 180 MPH (3 SECOND GUST).

   b) EXPOSURE CATEGORY = C.

   c) RISK CATEGORY = III

2) DESIGN LOADS SHALL BE AS FOLLOWS:

   a) DEAD LOAD = ACTUAL MEMBER OR PRECAST COMPONENTS WEIGHT.

   b) LIVE LOAD =
      - ROOF (MIN., UNREDUCED) 20 PSF
      - WALKWAYS AND PLATFORMS 100 PSF
      - FLOOR 100 PSF
      - PROCESS SLABS 200 PSF

3) SEISMIC ZONE: N/A

4) DESIGN LOADS: FBC, 6TH EDITION.

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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**
MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

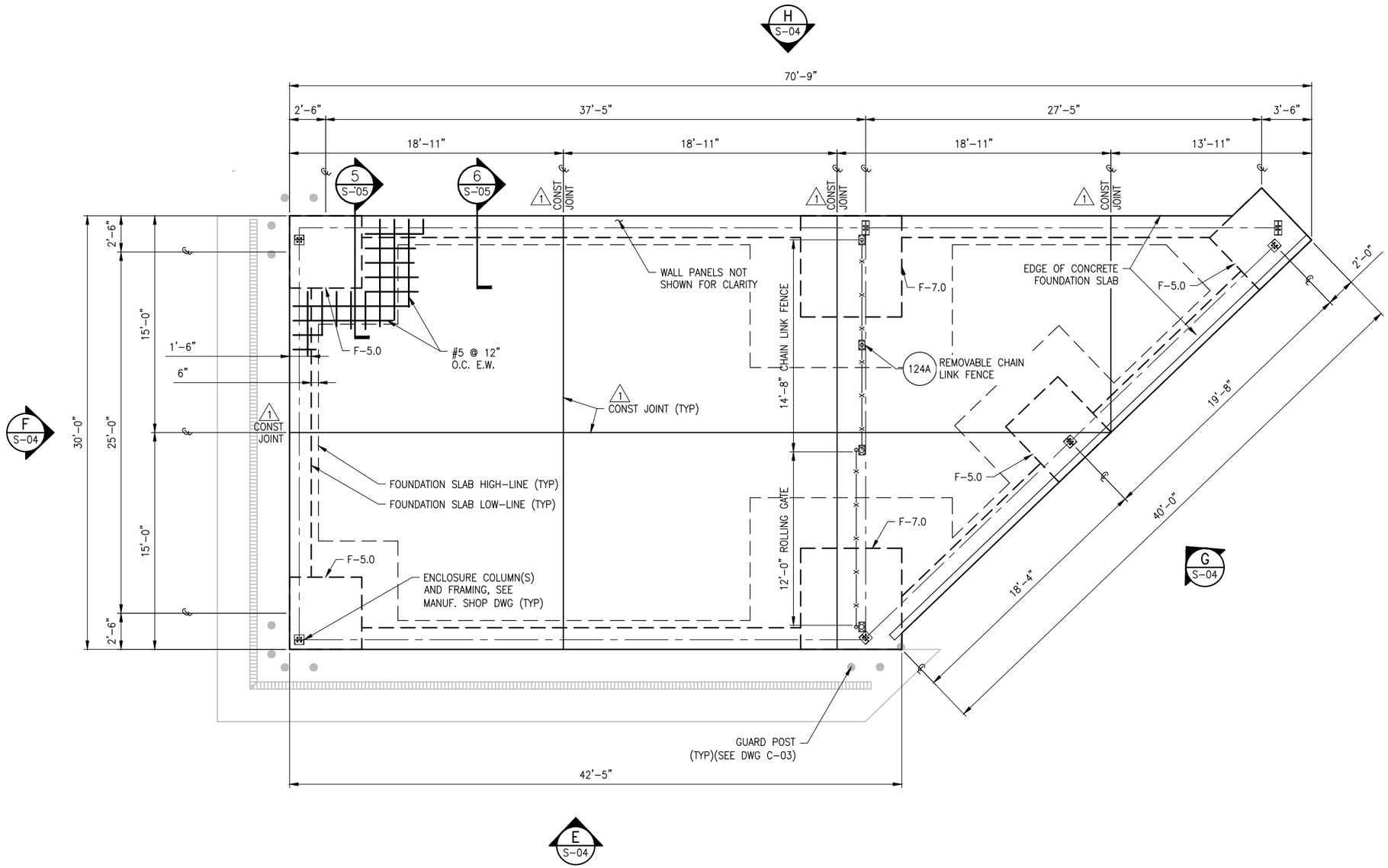
400-085.01 2021B-008

GENERAL STRUCTURAL NOTES AND LEGENDS

DWG NO. 19 OF 23
SHEET S-01
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-085.01_Main WTP Equipment Storage Building\01_Working\400-085_S-00; Plotted @: 4/20/2021 4:51:15 PM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

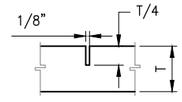
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## FOUNDATION AND FLOOR PLAN

SCALE: 1/4" = 1'-0"

NORTH




NOTES:
1) CONSTRUCTION JOINTS SHALL BE EQUALLY SPACED AT A MAXIMUM DISTANCE OF 36 TIMES THE SLAB THICKNESS.

1 CONSTRUCTION JOINT (TYPICAL)

## NOTES

1) CONCRETE FOUNDATION PIER DIMENSIONS SHALL BE CONFIRMED BY ENGINEER DURING SHOP DRAWING REVIEW.

   BUILDING MANUFACTURER SHALL PROVIDE DESIGN LOADS AND REACTIONS FOR THE COLUMN FOUNDATIONS.

2) NEW PRE-FABRICATED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 12.0 – METAL BUILDING SYSTEMS.

3) ANCHOR BOLT REQUIREMENTS SHALL BE CONFIRMED DURING SHOP DRAWING PROCESS.

4) CONCRETE SHALL BE 4000 PSI AT 28 DAYS STRUCTURAL MIX PER SECTION 11.0 – CONCRETE MATERIALS.

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CA No. 7803

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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|
| 1 | 10/19/2020 | ADDENDUM NO. 1 | J.R.C. | C.O.D. |

WGI
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2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

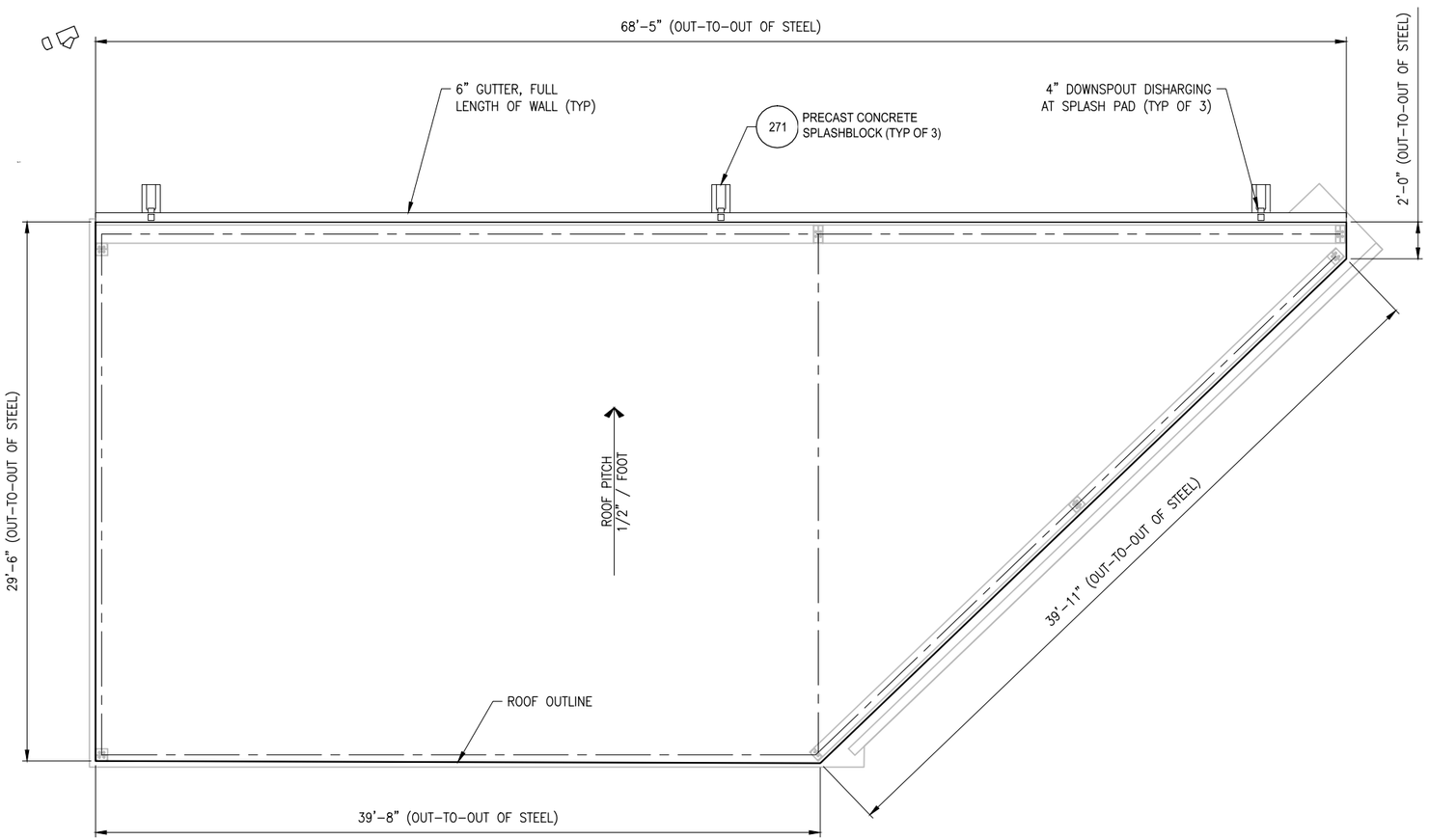
400-085.01 2021B-008

FOUNDATION AND FLOOR PLAN

DWG NO. 20 | SHEET S-02
OF 23 | PROJ. NO. 400-085.01
DATE APRIL 01, 2021

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NORTH

## BUILDING ROOF PLAN

SCALE: 1/4" = 1'-0"

### NOTES

1) NEW PRE-FABRICATED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 10.0 – METAL BUILDING SYSTEMS.

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|---|---|---|---|---|

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FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

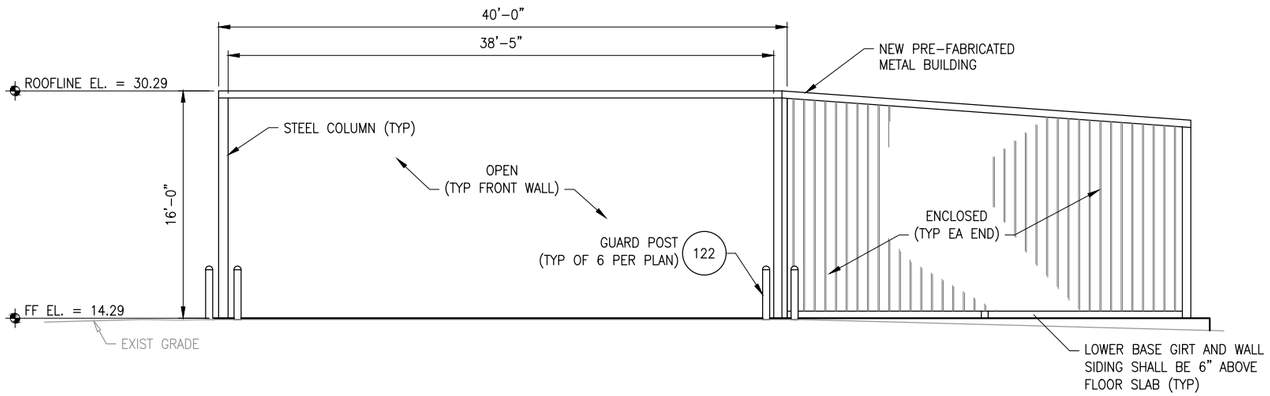
400-085.01 2021B-008

BUILDING ROOF PLAN

DWG NO. 21 OF 23
SHEET S-03
PROJ. NO. 400-085.01
DATE APRIL 01, 2021

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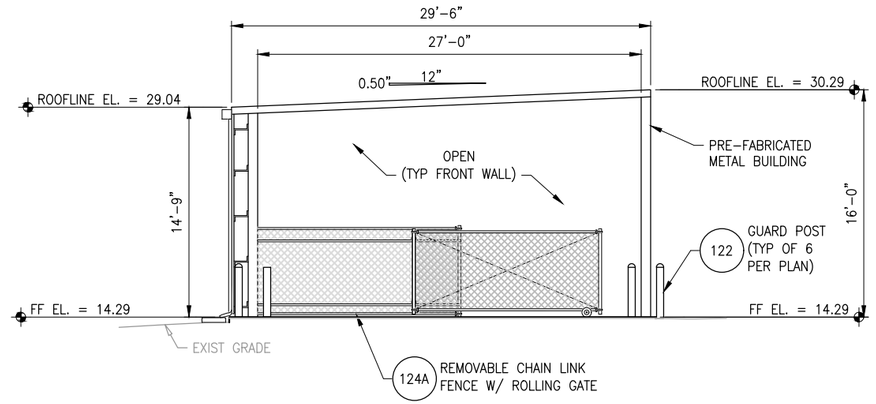
BID SET




## WEST BUILDING ELEVATION

SCALE: 3/16" = 1'-0"

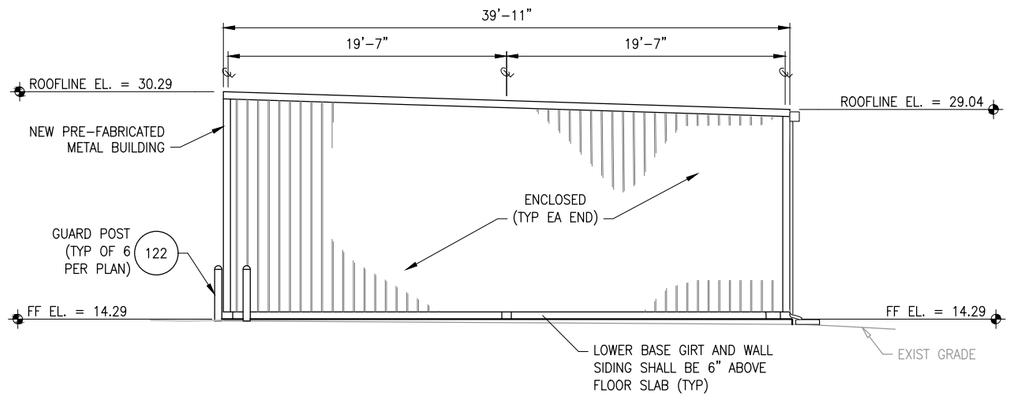
E C-03




## NORTH BUILDING ELEVATION

SCALE: 3/16" = 1'-0"

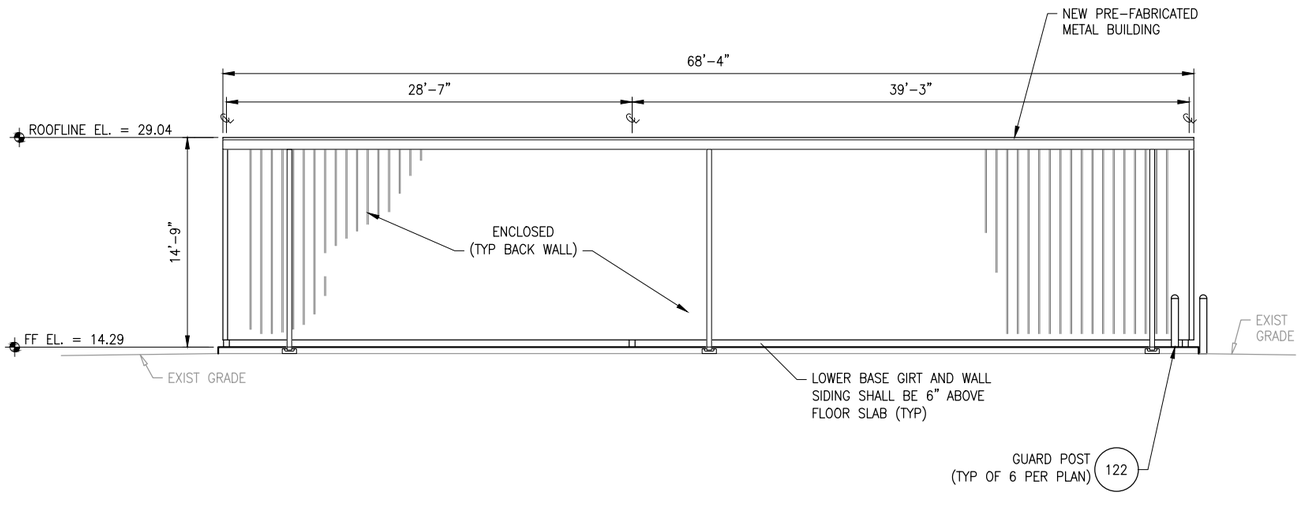
F C-03




## SOUTH BUILDING ELEVATION

SCALE: 3/16" = 1'-0"

G C-03




## EAST BUILDING ELEVATION

SCALE: 3/16" = 1'-0"

H C-03

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(954) 510-4700 - FAX (954) 755-2741
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| | |
|---|---|
| DSGN: | C.DICKINSON |
| DR: | M.SIQUEIRA |
| CHK: | D.HAMMANN |
| APVD: | S.WIDJAJA |

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|---|---|---|---|---|

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SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

400-085.01 2021B-008

STRUCTURAL ELEVATIONS

| | |
|---|---|
| DWG NO. | 22 |
| OF | 23 |
| SHEET | S-04 |
| PROJ. NO. | 400-085.01 |
| DATE | APRIL 01, 2021 |

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## NOTES

1) CONCRETE FOUNDATION PIER DIMENSIONS SHALL BE CONFIRMED BY ENGINEER DURING SHOP DRAWING REVIEW.

   BUILDING MANUFACTURER SHALL PROVIDE DESIGN LOADS AND REACTIONS FOR THE COLUMN FOUNDATIONS.

2) NEW PRE-ENGINEERED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 12.0 – METAL BUILDING SYSTEMS.

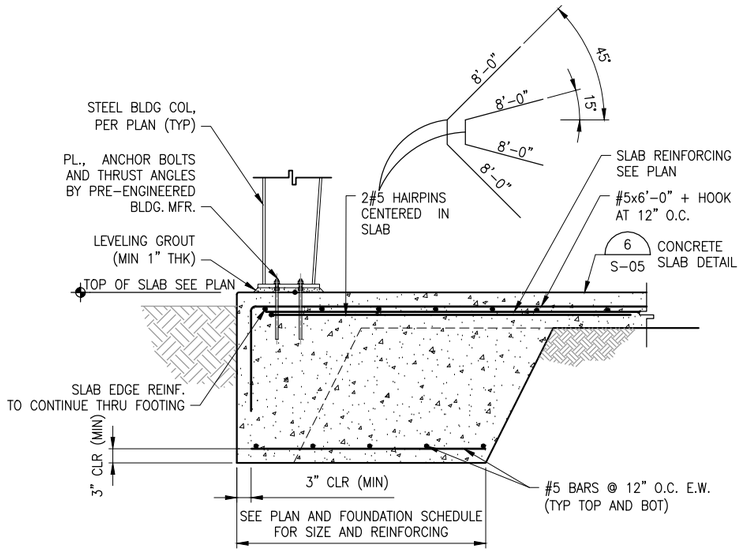
3) ANCHOR BOLT REQUIREMENTS SHALL BE CONFIRMED DURING SHOP DRAWING PROCESS.

4) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT TO FACILITATE EXCAVATION AS REQUIRED AND PLACEMENT OF CONCRETE FOR REINFORCED SLAB AND FOUNDATION PIERS.

5) CONCRETE SHALL BE 4000 PSI AT 28 DAYS STRUCTURAL MIX PER SECTION 11.0 – CONCRETE MATERIALS.

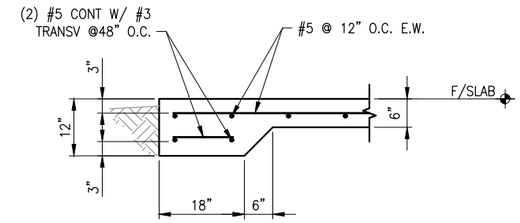
6) SURFACE OF CONCRETE FOUNDATION PIERS SHALL BE POURED A MINIMUM OF 1-INCH ABOVE ADJACENT ASPHALT GRADE.

| FOUNDATION SCHEDULE | | | | | | |
|---|---|---|---|---|---|---|
| MARK | SIZE (LxWxD) | REINFORCING | | | | REMARKS |
| | | BOTTOM | | TOP | | |
| | | L.W. | S.W. | L.W. | S.W. | |
| F-5.0 | 5'-0"x5'-0"x5'-0" | (8)#6 | (8)#6 | (8)#6 | (8)#6 | |
| F-7.0 | 7'-0"x7'-0"x5'-0" | (10)#6 | (10)#6 | (10)#6 | (10)#6 | |




## FOUNDATION DETAIL 5

SCALE: 3/4" = 1'-0"




## CONCRETE SLAB DETAIL 6

SCALE: 3/4" = 1'-0"

| AREA OR SURFACE TYPE | TYPE OF FINISH | REQUIRED FORM TOLERANCES |
|---|---|---|
| UNDERSIDE OF ELEVATED SLABS | S-3 | S-A |
| ROOF SLAB (COVERED WITH ROOFING MATERIAL) | S-2 | S-A |
| ROOF/TOP SLABS (EXPOSED) | S-1 OR S-6 | S-A |
| EXTERIOR SLABS | S-4 | S-A |
| INTERIOR SLABS | S-1 OR S-6 | S-B |
| BASIN SLABS | S-1 OR S-6 | S-A |
| BEAMS | B-3 | B-A |
| COLUMNS | C-3 | C-A |
| EXTERIOR ABOVE GRADE WALL SURFACES | W-3 | W-B |
| EXTERIOR BELOW GRADE WALL SURFACES | W-1 | W-A |
| INTERIOR WALL SURFACES | W-2 | W-B |

NOTES:

1) FINISH TYPES SHALL BE AS SPECIFIED.

2) REQUIRED FORM TOLERANCES SHALL BE AS SPECIFIED.

3) CONFIRM ALL FINISH REQUIREMENTS WITH ENGINEER PRIOR TO PLACING CONCRETE.

4) FOR AREA OR SURFACE TYPE NOT INDICATED CONSULT ENGINEER.

## CONCRETE FINISH SCHEDULE 7

SCALE: N.T.S.


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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APVD: S.WIDJAJA

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1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|


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2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
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SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

MAIN WATER TREATMENT PLANT
EQUIPMENT STORAGE BUILDING

400-085.01 2021B-008

SPECIFIC DETAILS - STRUCTURAL

DWG NO. 23 | SHEET S-05
OF 23 | PROJ. NO. 400-085.01
DATE APRIL 01, 2021

BID SET


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CONTRACT DOCUMENTS

BID SET

# (BID PACKAGE "B")
# KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

FOR THE

## VILLAGE OF PALM SPRINGS, FLORIDA

**ECKLER ENGINEERING, INC.**
*CONSULTANTS*

SURVEYING:
AVIROM AND ASSOCIATES, INC.-CA NO. LB3300
50 SW 2ND AVENUE, SUITE 102
BOCA RATON, FL. 33432

GEOTECHNICAL:
NUTTING ENGINEERS OF FLORIDA INC. - CA NO. 606
1310 NEPTUNE DRIVE
BOYNTON BEACH, FL 33426

STRUCTURAL:
WGI INCORPORATED - CA NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

VILLAGE OFFICIALS

| | |
|---|---|
| BEV SMITH | MAYOR |
| JONI S. BRINKMAN | VICE MAYOR, DISTRICT 4 |
| PATTI WALLER | MAYOR PRO TEM, DISTRICT 2 |
| DOUG GUNTHER | COUNCIL MEMBER, DISTRICT 1 |
| GARY M. READY | COUNCIL MEMBER, DISTRICT 3 |
| RICHARD J. READE | VILLAGE MANAGER |
| RONALD R. EYMA, P.E. | PUBLIC SERVICES DIRECTOR |

Sunshine State One Call 811

CALL 811 OR WWW.SUNSHINE811.COM TWO FULL BUSINESS DAYS BEFORE DIGGING TO HAVE UTILITIES LOCATED AND MARKED.

*CHECK POSITIVE RESPONSE CODES BEFORE YOU DIG!*

BID NO.: 2021B-008


FOR INFORMATION REGARDING THIS PROJECT CONTACT :

**ECKLER ENGINEERING, INC.**
4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803


DOUGLAS K. HAMMANN, P.E. 50589
GENERAL, CIVIL

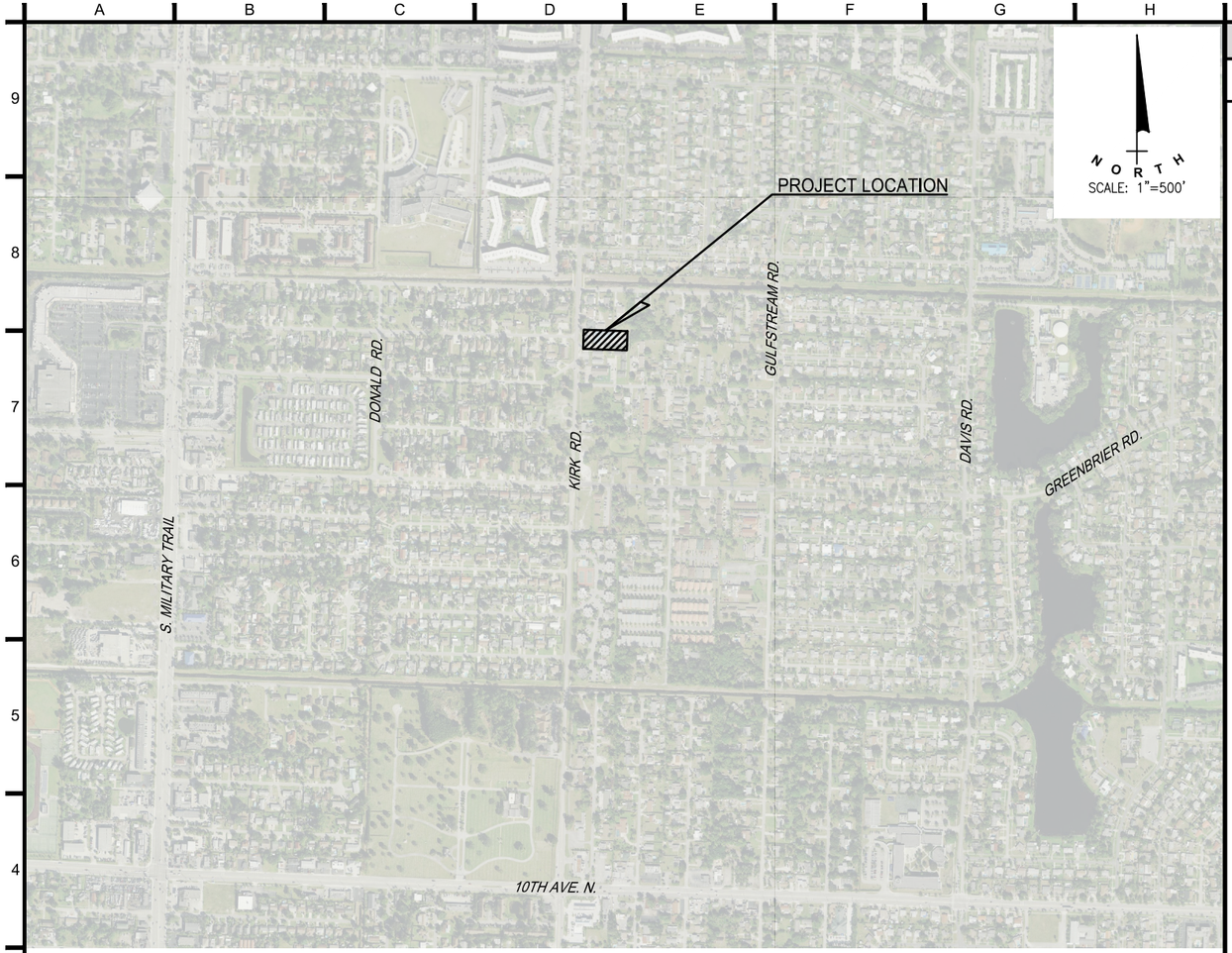
SUHENDY WIDJAJA, P.E. 74108
STRUCTURAL

| DWG NO. | SHEET |
|---|---|
| 01 | G-01 |
| OF 24 | PROJ. NO. 400-083.01 |
| DATE | APRIL 01, 2021 |


File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-00; Plotted @: 4/27/2021 8:42:25 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Design Milestone: BID SET



BID SET




PROJECT LOCATION MAP

LOCATION: 2400 KIRK ROAD
PALM SPRINGS, FL 33406

FEMA FLOOD ZONE: AREA SUBJECTED TO TWO DIFFERENT FLOOD ZONES:

- ZONE X- AREA OF MINIMAL FLOOD HAZARD

PARCEL ID NO.: 70-43-44-18-00-000-7580

# INDEX TO DRAWINGS


| DWG NO. | | TOTAL DWGS | | SHEET DESCRIPTION |
|---|---|---|---|---|
| | | | | **GENERAL** |
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| 24 | OF | 24 | SD-01 | STANDARD DETAILS – STRUCTURAL |



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.SIQUEIRA
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VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL
STORAGE BUILDING

400-083.01 2021B-008

PROJECT LOCATION MAP
AND DRAWING INDEX

DWG NO. 02 OF 24
SHEET G-02
PROJ. NO. 400-083.01
DATE APRIL 01, 2021


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BID SET

# GENERAL NOTES

1) ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE:
   - FLORIDA BUILDING CODE - 2017, 6TH EDITION
   - VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT
   - DEPARTMENT OF TRANSPORTATION
   - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   - AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE
2) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
3) ALL ELEVATIONS ON THE DRAWINGS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS NOTED OTHERWISE.
4) THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A UTILITY LOCATION SERVICE SUCH AS "SUNSHINE STATE ONE CALL OF FLA, INC." AT (800) 432-4770 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
5) EXISTING UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
6) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
7) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
9) THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE EXISTING SYSTEMS ALL AS SHOWN ON THE DRAWINGS. THE COST FOR THIS WORK AND FOR THE ACTUAL CONNECTION TO THE EXISTING SYSTEMS SHALL BE INCLUDED IN THE BID PRICE FOR THE PROJECT AND SHALL NOT RESULT IN ANY ADDITIONAL COST TO THE OWNER.
10) CONTRACTOR MUST PROVIDE FOR AND MAINTAIN ADEQUATE ACCESS AT ALL TIMES TO ALL BUSINESSES AND RESIDENCES AFFECTED BY PROGRESS OF THE WORK.
11) PROJECT SITE SAFETY:
   A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
   B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
   C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
12) ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-55.320(21)(B)3, F.A.C.
13) ALL OPEN-CUT PIPE LAYING OPERATIONS SHALL BE COMPLETED IN DRY TRENCH EXCAVATIONS PER SPECIFICATIONS.
14) STANDARD SEPARATION STATEMENT:
   A. MAINTAIN A MINIMUM THREE (3) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND VACUUM SEWER, STORM SEWER, OR RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610.
   B. MAINTAIN A MINIMUM SIX (6) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND GRAVITY SEWER, PRESSURE-TYPE SANITARY SEWER, OR RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610.
   THIS DISTANCE CAN BE REDUCED TO THREE (3) FOOT HORIZONTAL DISTANCE WHEN EITHER PIPE IS ENCLOSED IN A WATERTIGHT CASING OR CONCRETE; AND WHEN WATER MAINS ARE LOCATED AT LEAST SIX (6) INCHES ABOVE GRAVITY SEWER MAINS.
   C. MAINTAIN A MINIMUM TEN (10) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   D. MAINTAIN SIX (6) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   E. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS BELOW VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   F. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE OR BELOW PRESSURE-TYPE SANITARY SEWER, FORCE MAIN, OR RECLAIMED WATER MAINS.
15) ALL FUEL, PAINT OR OTHER SUCH REGULATED SUBSTANCES STORED OR USED ON SITE BY CONTRACTOR SHALL BE DONE SO IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE PALM BEACH COUNTY DEPARTMENT OF ENVIRONMENTAL RESOURCES MANAGEMENT.

# HATCH LEGEND

EXIST PROP

- DEMOLITION
- CAST IN PLACE CONCRETE
- LIGHTWEIGHT CONCRETE / GROUT
- EARTH
- INSULATION
- INSULATING CONCRETE
- GRAVEL
- SODDED AREA (RESTORATION)
- LIMEROCK BASE (ASPHALT)
- PEA ROCK FILL
- EXISTING ASPHALT PAVING
- EXISTING ASPHALT TO BE DEMOLISHED
- ASPHALT MILLING AND OVERLAY
- PROPOSED ASPHALT PATCH
- CMU BLOCK (ELEVATION VIEW)
- STEEL
- GRATING
- DIAMOND PLATE
- CHAINLINK FENCE
- EXPANDED METAL

# GENERAL LEGEND

- R/W LINE
- PROPERTY LINE OR LOT LINE
- CENTERLINE
- NEW FENCE LINE
- EXISTING FENCE LINE (METAL)
- EXISTING FENCE LINE (WOOD)
- EXISTING FENCE LINE (CHAIN LINK)
- EASEMENT LINE
- SECTION LINE
- CENTERLINE & PROJECT BASELINE W/ STATIONING (17+00)
- ADDRESS NUMBER W/ LOT & BLOCK NUMBERS (LOT 15 / BLOCK 5 / 1030)
- BORING LOCATION & DESIGNATION (B-1)
- EXISTING SPOT ELEVATION (16.40)
- PROPOSED SPOT ELEVATION (×10.25)
- COORDINATE CALLOUT NUMBER (84 / +84)
- EXISTING CONTOUR LINE (16)
- PROPOSED CONTOUR LINE (16)
- EXISTING BURIED ELEC CONDUIT W/ JUNCTION BOX (BE)
- EXISTING STORM SEWER, CATCH BASIN AND MANHOLE (24"SS)
- NEW STORM SEWER W/ LENGTH, SIZE & PIPE MATERIAL (50'-24"RCP)
- NEW CATCH BASIN W/ DESIGNATION (INLET A / TYPE C-4)
- NEW MANHOLE WI/ DESIGNATION (MH-34)
- OVERHEAD WIRE (OW)
- BENCH MARK & DATA (FD. P.C.P. / BM-46 / EL.=13.44 / STA. 12+73.10)
- DIRECTION OF ELEVATION VIEW AND PHOTO DESIGNATION (LOCATION PHOTO TAKEN FROM) (A / C-11)

# TREE / LANDSCAPE DETAIL DESIGNATION

EXISTING TREE LEGEND

- BLACK OLIVE
- BOTTLE BRUSH
- CABBAGE PALM
- CYPRESS
- FICUS
- MAHOGANY
- MELALEUCA
- OAK
- PALM
- ROYAL PONSETTIA
- SCHEFALERA (UMBRELLA)
- SHRUB
- SILVER BUTTONWOOD
- SLASH PINE
- UNKNOWN SPECIES

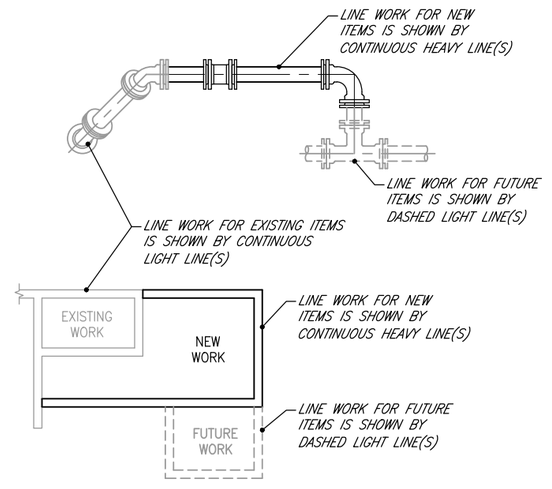
PROPOSED TREE / HEDGE LEGEND

- NEW SHADE TREE
- DENOTES TREE TO BE REMOVED, CONTRACTOR SHALL OBTAIN PERMITS AS REQUIRED
- NEW PALM TREE
- MULCHED BEDDING AREA OF SMALL PLANTS/SHRUBS AS SPECIFIED

NEW TREE OR SHRUB DESIGNATION

XX — QUANTITY AT LOCATION
XXX — PLANT LIST KEY (SEE SPECIFICATION)

# EXISTING, NEW AND FUTURE DESIGNATION




THIS CONVENTION APPLIES TO ALL WORK DISCIPLINES. (CIVIL, ARCHITECTURAL MECHANICAL, INSTRUMENTATION & CONTROL AND ELECTRICAL)


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**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

GENERAL NOTES AND LEGENDS

DWG NO. 03 OF 24
SHEET G-03
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

BID SET


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# ABBREVIATIONS

| | |
|---|---|
| ∠ | ANGLE |
| ° | DEGREE |
| ± | PLUS / MINUS |
| Ø | DIAMETER |
| & | AND |
| 304SS, 304SST | 304 STAINLESS STEEL |
| 316SS, 316SST | 316 STAINLESS STEEL |
| A.B. | ANCHOR BOLT |
| A.F.S. | ARCHITECTURAL FINISH SURFACE |
| A.R. | ALL AROUND |
| ACT. | ACTUAL |
| ADD'L | ADDITIONAL |
| ADJ | ADJACENT |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AG | AMMONIA GAS (PRESSURE) |
| AGGR | AGGREGATE |
| AL | ALARM |
| ALP | AIR LOW PRESSURE |
| ALT | ALTERNATE |
| ALUM | ALUMINUM |
| ANC | ANCHOR |
| APPD | APPROVED |
| APPROX | APPROXIMATE(LY) |
| ARCH | ARCHITECT |
| ASPH | ASPHALT |
| ASSY | ASSEMBLY |
| AUX | AUXILIARY |
| ℄ | BOUNDARY LINE |
| B.F. | BACK FACE |
| B.L. | BUILDING LINE |
| B.O. | BLOCK-OUT |
| B.O.B. | BOTTOM OF BEAM |
| B.O.F. | BOTTOM OF FOOTING |
| B.O.S. | BOTTOM OF STEEL |
| B/B | BACK TO BACK |
| BEV('D) | BEVEL (ED) |
| BFF | BELOW FINISH FLOOR |
| BFP | BACKFLOW PREVENTER |
| BLDG | BUILDING |
| BLK | BLOCK |
| BLKG | BLOCKING |
| BM | BEAM |
| BOP | BOTTOM OF PIPE |
| BOT | BOTTOM |
| BR | BRASS |
| BRDG | BRIDGING |
| BRG | BEARING |
| BRKT | BRACKET |
| BT | BOLT |
| BTWN | BETWEEN |
| BV, BFV | BUTTERFLY VALVE |
| BWD | BACKWASH DRAIN |
| BWR | BACKWASH RETURN |
| BWS | BACKWASH SUPPLY |
| C | CHANNEL |
| C.G. | CENTER OF GRAVITY |
| C.I.P. | CAST IN PLACE |
| C.J. | CONSTRUCTION JOINT |
| CANT | CANTILEVER |
| CAP. | CAPACITY |
| CBS | CONCRETE BLOCK STRUCTURE |
| CCW | COUNTER CLOCKWISE |
| CE | CONTACTOR EFFLUENT |
| CGV | CHLORINE GAS (VACUUM) |
| CHS | CHEMICAL SLUDGE |
| CI | CAST IRON |
| CJT | CONTRACTION JOINT |
| CL | CENTERLINE |
| CLR | CLEAR OR CLEARANCE |
| CLR | CLEAR |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| COMP | COMPRESSION |
| CONC | CONCRETE / CONCENTRIC |
| CONN(S) | CONNECTION(S) |
| CONST | CONSTRUCTION |
| CONT | CONTINUOUS OR CONTINUATION |
| CONTR | CONTRACTOR |
| COORD | COORDINATE |
| COR, CNR | CORNER |
| COV PL | COVER PLATE |
| CPLG | COUPLING |
| CRS | COLD ROLLED STEEL |
| C.STA | CONTROL STATION |
| CS | CARBON STEEL / CHLORINE SOLUTION |
| CSS | COUNTER SUNK SCREW |
| CT | COARSE THREAD |
| CT.JT., CJ | CONTROL JOINT |
| CTRD | CENTERED |
| CV | CHECK VALVE |
| CVR | COVER |
| CW | CLOCKWISE / CHAIN WHEEL |
| CY | CUBIC YARDS |
| Δ | DELTA |
| D | DEPTH |
| D.B.A. | DEFORMED BAR ANCHOR |
| DBL | DOUBLE |
| DET | DETAIL |
| DI | DUCTILE IRON |
| DIA | DIAMETER |
| DIA / Ø | DIAMETER |
| DIAG | DIAGONAL |
| DIM(S) | DIMENSION(S) |
| DIP | DUCTILE IRON PIPE |
| DISC | DISCONNECT |
| DISTR | DISTRIBUTION |
| DL | DEAD LOAD |
| DR, D | DRAIN |
| DS | DOWNSPOUT |
| DVTL | DOVETAIL |
| DWG(S) | DRAWING(S) |
| DWL(S) | DOWEL(S) |
| ϕ | ELECTRICAL PHASE |
| E.A.O. | EDGE ANGLE OFFSET |
| E/GR | EXISTING GRADE |
| EA | EACH, EXHAUST AIR |
| ECC | ECCENTRIC |
| ECV | ELECTRONIC CONTROL VALVE |
| EF | EACH FACE |
| EJ | EXPANSION JOINT |
| EL, ELEV | ELEVATION |
| ELEC | ELECTRICAL |
| ENGR | ENGINEER |
| ENT | ENTRANCE |
| EOW | EDGE OF WATER |
| EQ | EQUAL (LY) |
| EQ SP | EQUALLY SPACED |
| EQUIP MFRS | EQUIPMENT MANUFACTURER(S) |
| EQUIV | EQUIVALENT |
| EQUP | EQUIPMENT |
| EW | EACH WAY |
| EXIST | EXISTING |
| EXP,EXPAN | EXPANSION |
| EXT | EXTERIOR |
| EXTEN | EXTENSION |
| ℄ | FLOW LINE |
| F | FULLY THREADED |
| F.S. | FAR SIDE |
| F/F | FACE TO FACE |
| F/GR | FINISH/FINAL GRADE |
| FABR | FABRICATOR |
| FE | FILTER EFFLUENT |
| FF, F/F | FINISH FLOOR |
| FH | FLAT HEAD |
| FI | FAIL INTERMEDIATE, FILTER INFLUENT |
| FIN | FINISH(ED) |
| FL | FLUORIDE |
| FLG | FLANGE |
| FM | FORCE MAIN |
| FND | FOUNDATION |
| FND O.D. | FOUNDATION OUTSIDE DIAMETER |
| FNDR | FENDER (WASHER) |
| FP | FIREPROOF(ING) / FIELD PANEL |
| FR | FRESH RESIN |
| FT | FINE THREAD, FULLY THREADED |
| FTG | FOOTING |
| F.V. | FIELD VERIFY |
| FTW | FILTER TO WASTE |
| FW | FLAT WASHER, FINISHED WATER |
| G, GR | GRADE |
| GA | GAGE OR GAUGE |
| GALV, GV | GALVANIZED |
| GC | GENERAL CONTRACTOR |
| GI | GALVANIZED IRON |
| GOVT | GOVERNMENT |
| GPH | GALLONS PER HOUR |
| GPM | GALLONS PER MINUTE |
| GR | GRADE |
| GR BM | GRADE BEAM |
| GND | GROUND |
| GS | GALVANIZED STEEL |
| GSP | GALVANIZED STEEL PIPE |
| GST | GROUND STORAGE TANK |
| GV | GATE VALVE |
| H | HEIGHT |
| H.P. | HIGH POINT |
| H.S. | HEADER STUDS |
| HD | HEAD |
| HDD | HORIZONTAL DIRECTIONAL DRILL |
| HDW | HARDWARE |
| HHMB | HEX HEAD MACHINE BOLT |
| HK | HOOK |
| HMI | HUMAN MACHINE INTERFACE |
| HN&WA | HEX NUT & WASHER |
| HORIZ | HORIZONTAL |
| HP | HORSE POWER / HIGH PRESSURE |
| HPA | HIGH PRESSURE AIR |
| HSS | HOLLOW STRUCTURAL SHAPE |
| HT | HEIGHT |
| HVHX | HEAVY PATTERN HEX BOLT |
| HW | HOT WATER |
| HWL | HIGH WATER LEVEL |
| HX | HEX |
| I.F. | INSIDE FACE |
| ID | INSIDE DIAMETER |
| INF | INFLUENT |
| INFO | INFORMATION |
| INT | INTERIOR |
| INTERM | INTERMEDIATE |
| INV EL | INVERT ELEVATION |
| JMNT | JAM NUT |
| JST(S) | JOIST(S) |
| JT | JOINT |
| JT(S) | JOINT(S) |
| k | KIPS (1000 LBS) |
| KLF | KIP PER LINEAR FOOT |
| KSF | KIP PER SQUARE FOOT |
| L, ? | ANGLE |
| L.P. | LOW POINT |
| LB | LAG BOLT |
| LBS | POUNDS |
| LD | LIME DELIVERY |
| LG | LONG |
| LH | LEFT HAND THREAD |
| LL | LIVE LOAD |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LONG | LONGITUDINAL |
| LP | LOW PRESSURE |
| LS | LIME SLURRY |
| LT | LOW TEMPERATURE |
| LW | LOCK WASHER |
| LWL | LOW WATER LEVEL |
| LWT CONC | LIGHTWEIGHT CONCRETE |
| M | MOMENT |
| M.C. | MOMENT CONNECTION |
| M.O. | MASONRY OPENING |
| MAT'L | MATERIAL |
| MAX | MAXIMUM |
| MB | MACHINE BOLT |
| MCC | MOTOR CONTROL CENTER |
| MCP | MAIN CONTROL PANEL |
| ME | MIEX TREATED WATER |
| MECH | MECHANICAL |
| MEG | MATCH EXISTING GRADE |
| MEZZ | MEZZANINE |
| MFR | MANUFACTURE(R) |
| MH | MANHOLE |
| MID | MIDDLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MJ | MECHANICAL JOINT |
| MS | MACHINE SCREW |
| MTG | MOUNTING |
| MW | MONITORING WELL |
| N.F. | NEAR FACE |
| N.I.C. | NOT IN CONTRACT |
| N.S. | NON-SHRINK |
| NA | CAUSTIC |
| NaOCl | SODIUM HYPOCHLORITE |
| NC | NORMALLY CLOSED |
| NCT | NATIONAL COARSE THREAD |
| NFT | NATIONAL FINE THREAD |
| NIC | NOT IN CONTRACT |
| NLL | NORMAL LIQUID LEVEL |
| NO | NORMALLY OPEN |
| NO. OR # | NUMBER |
| NOM | NOMINAL |
| NT | NUT |
| &NT | WITH NUT |
| NTS | NOT TO SCALE |
| O.C., C/C | CENTER TO CENTER |
| O.D., OD | OUTSIDE DIAMETER |
| O.F. | OUTSIDE FACE |
| O.H. | OPPOSITE HAND |
| OF | OVERFLOW |
| OH | OVAL HEAD |
| OPNG(S) | OPENING(S) |
| OPP | OPPOSITE |
| OSTG | OUTSTANDING |
| P | PAN |
| P | PHILLIPS |
| P/C | PRECAST CONCRETE |
| P/GR | PROPOSED GRADE |
| PAR | PARALLEL |
| PARTN | PARTITION |
| PC | PIECE |
| PDP | PRIMARY DISTRIBUTION PANEL |
| PE | PLAIN END |
| PEBM | PRE-ENGINEERED BUILDING MANUFACTURER |
| PEMB | PRE-ENGINEERED METAL BUILDING |
| PEN | PENETRATION |
| PERP | PERPENDICULAR |
| PH | PHILLIPS HEAD |
| PJF | PREMOLDED JOINT FILLER |
| PL | PLATE |
| PLCS | PLACES |
| PN | PAN HEAD |
| PNLB | PANEL BOARD |
| PO | POLYMER |
| PR | PAIR |
| PREFAB | PREFABRICATED |
| PRELIM | PRELIMINARY |
| PROJ | PROJECTION |
| PROP | PROPOSED |
| PS | PUMP STATION |
| PSF | POUNDS / SQUARE FOOT |
| PSI | POUNDS / SQUARE INCH |
| PT | POINT |
| PT | PARTIAL THREAD |
| R | RADIUS |
| R, RAD | RADIUS |
| R.D. | ROOF DRAIN |
| R.O. | ROUGH OPENING |
| R/W | RIGHT OF WAY |
| RCP | REINFORCED CONCRETE PIPE |
| RD | ROUND HEAD |
| RED | REDUCER |
| REF | REFER |
| REINF | REINFORCE(ING)(ED)(MENT) |
| REINF | REINFORCING |
| REQ | REQUIRE |
| REQ'D | REQUIRED |
| REST | RESTRAINED |
| RET. SYS. | RETENTION SYSTEM |
| RF | ROOF |
| RF OPNG | ROOF OPENING |
| RH | ROUND HEAD OR RIGHT HAND |
| RIS | RISER |
| RM | ROOM |
| RND | ROUND |
| RR | RECYCLE RESIN |
| RW | RAW WATER |
| S/A | SUPPLY AIR |
| SA | SAMPLE |
| SAE | SAE PATTERN |
| SAN | SANITARY, SANITARY SEWER |
| SC | SAMPLE CONNECTION |
| SCADA | SUPERVISORY CONTROL AND DATA ACQUISITION |
| SCH | SCHEDULE(D) |
| SE | SOFTENER EFFLUENT |
| SECT | SECTION |
| SF | SQUARE FOOT |
| SH | SODIUM HYPOCHLORITE |
| SHT | SHEET |
| SIM | SIMILAR |
| SKT | SOCKET |
| SL, S | SLOTTED |
| SMS | SHEET METAL SCREW |
| SNGL | SINGLE |
| SP | SAMPLE POINT |
| SPA | SPACE, SPACING |
| SPEC(S) | SPECIFICATION(S) |
| SPEC'D | SPECIFIED |
| SQ | SQUARE |
| SRR | SUPERNATANT/BRINE/RINSE WATER |
| SS | STORM SEWER |
| SST, S/S | STAINLESS STEEL |
| STA | STATION |
| STD | STANDARD |
| STIFF | STIFFENER |
| STIR | STIRRUPS |
| STL | STEEL |
| STR | STRAIGHT, SLUDGE THICKENER RETURN |
| STRUCT | STRUCTURE |
| STY | STORY |
| SUPPT | SUPPORT |
| SUPT(S) | SUPPORT(S) |
| SV | SOLENOID VALVE |
| SW | SIDEWALK, SOFTENED WATER, SERVICE WATER |
| SWD | SIDE WALL DEPTH |
| SWTP | SURFACE WATER TREATMENT PLANT |
| SYM | SYMMETRICAL |
| SYS | SYSTEM |
| T | TENSION |
| T&B | TOP AND BOTTOM |
| T&G | TONGUE & GROOVE |
| T.B. | TAPERED BEAM |
| T.O. | TOP OF |
| T.O.B. | TOP OF BEAM |
| T.O.F. | TOP OF FOOTING |
| T.O.P. | TOP OF PIER |
| T.O.P.C. | TOP OF PIER CAP |
| T.O.S. | TOP OF STEEL |
| T.O.S.C. | TOP OF STRUCTURAL CONCRETE |
| T.O.W. | TOP OF WALL |
| T.R.W. | TOP OF RETAINING WALL |
| T/ | TOP OF |
| T/FND | TOP OF FOUNDATION |
| T/MTG | TOP OF MOUNTING |
| T/A | TRANSFER AIR |
| TE | THICKENER EFFLUENT |
| TEMP | TEMPERATURE |
| TH | THICK, THICKNESS |
| THK | THICK |
| TI | THICKENER INFLUENT |
| TOB | TOP OF BANK |
| TOE | BOTTOM OF BANK |
| TOS | TOE OF SLOPE |
| TR | TRANSFER PIPING |
| TRD(S) | TREAD(S) |
| TS | TUBE STEEL, THICKENED SLUDGE |
| TU | TREATMENT UNIT |
| TX | TRANSFORMER |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| UPS | UNINTERRUPTED POWER SUPPLY |
| USS | USS PATTERN |
| V | SHEAR, VENT |
| VERT | VERTICAL |
| VFD | VARIABLE FREQUENCY DRIVE |
| VPS | VACUUM PUMP STATION |
| VSS | VACUUM SEWER SYSTEM |
| W | WIDTH |
| W.L. | WIND LOAD |
| W.P. | WORK POINT |
| W/ | WITH |
| W/P | WEATHER PROOF |
| W1 | POTABLE WATER (DOMESTIC) |
| W2 | NON-POTABLE WATER (PROCESS) |
| WB | WIND BRACE |
| WD | WOOD |
| WDW. | WINDOW |
| WM | WATER MAIN |
| WPFG | WATERPROOFING |
| WS | WATER STOP, WATER SERVICE |
| WS | WOOD SCREW |
| WSE | WATER SURFACE ELEVATION |
| WWM | WELDED WIRE MESH |
| X-STR | EXTRA STRONG |
| Z | ZINC |

## NOTES

1) SEE ELECTRICAL AND INSTRUMENTATION DRAWINGS FOR CORRESPONDING ABBREVIATIONS.
2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED.
3) THIS IS A STANDARD LEGEND SHEET, THEREFORE SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE PLANS.


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

ABBREVIATIONS

DWG NO. 04 OF 24
SHEET G-04
PROJ. NO. 400-083.01
DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-02-MULTI.dwg; Plotted @: 4/27/2021 8:42:50 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET


BID SET

# DESIGN CRITERIA

## VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT REQUIREMENTS:

1) CONTRACTOR SHALL COORDINATE AND OBTAIN ALL PERMITS REQUIRED FOR THE EXECUTION OF THE WORK FROM THE VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT.

2) CONTRACTOR SHALL REGISTER WITH PALM SPRINGS LAND DEVELOPMENT.

3) FOLLOWING APPROVAL BY ENGINEER, CONTRACTOR SHALL SUBMIT PRODUCT APPROVAL DOCUMENTATION FOR THE FOLLOWING ITEMS TO THE BUILDING DEPARTMENT.

   – APPROVED PRE–ENGINEERED METAL BUILDING DRAWINGS AND CALCULATIONS.

4) SEPARATE PERMITS WILL BE REQUIRED FOR THE FOLLOWING:

   – OTHER PERMITS AS MAY BE REQUIRED BY BUILDING OFFICIAL.

5) REFER TO SPECIFICATIONS SECTION 01010–SUMMARY OF WORK FOR ADDITIONAL INFORMATION.

## GENERAL CONDITIONS

ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, ELECTRICAL AND SHOP DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE FACILITY. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATION AND OTHER WORK.

SIZE AND LOCATION OF EQUIPMENT PADS AND ANCHOR BOLTS SHALL BE PER EQUIPMENT MANUFACTURER'S REQUIREMENTS AND APPROVED SUBMITTALS.

ANY EQUIPMENT THAT MAY INDUCE VIBRATION TO THE STRUCTURE SHALL BE ADEQUATELY ISOLATED FROM THE STRUCTURES.

ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/8" TOOLED EDGE AT ALL EXPOSED EDGES UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

## BUILDING / STRUCTURAL

CODES

- FLORIDA BUILDING CODE, 2017, 6TH EDITION
- FLORIDA FIRE PROTECTION CODE, LATEST EDITION
- NATIONAL ELECTRIC CODE 2014
- ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
- ALUMINUM DESIGN MANUAL "SPECIFICATIONS FOR ALUMINUM STRUCTURES", LATEST EDITION
- CRSI HANDBOOK
- AISC MANUAL OF STEEL CONSTRUCTION

MASONRY CONSTRUCTION SHALL CONFORM TO LATEST ACI CODE REQUIREMENTS FOR CONCRETE MASONRY

- STRUCTURES (ACI 530 / ASCE 5 / TMS 402), SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1 / ASCE 6 / TMS 602) ASTM C476, ASTM C1019, AND NCMA TEK 107.

**GENERAL STRUCTURE SCHEDULE**

| STRUCTURE | GROSS AREA (SF) | OCCUPANCY | TYPE OF CONSTRUCTION | OCCUPANCY LOAD |
|---|---|---|---|---|
| PIPE/MATERIAL STORAGE BLDG | TBD | GROUP S–1 | TYPE IIA UNSPRINKLED | 10 OR LESS |
| (1) ALL STRUCTURES ARE NON–HABITABLE. | | | | |

LIFE SAFETY PLAN ELEMENTS

– MEANS OF EGRESS

| | |
|---|---|
| MINIMUM CLEAR OPENING OF DOORS: | 32" (REQUIRED PER FBC 1008.1.1) |
| MINIMUM HEADROOM: | 7'–6" (REQUIRED PER FBC 1003.2) |
| MINIMUM DOORWAY HEADROOM: | 6'–8" (REQUIRED PER FBC 1008.1.1) |
| MINIMUM STAIR WIDTH: | 36" (REQUIRED PER FBC 1009.1) |
| MINIMUM STAIRWAY HEADROOM: | 6'–8" (REQUIRED PER FBC 1009.2) |

– EXITS

| | |
|---|---|
| NUMBER OF EXITS REQUIRED: | 1 REQUIRED PER SPACE PER FBC 1019.2 |
| NUMBER OF EXITS PROVIDED: | 1 PER ROOM (MINIMUM) |
| SPECIAL EXIT REQUIREMENTS: | 2 REQUIRED PER ROOM WHERE INPUT CAPACITY TO LARGEST PIECE OF INSTALLED EQUIPMENT IS >117KW |

– TRAVEL DISTANCE

| | |
|---|---|
| ALLOWABLE TRAVEL DISTANCE: | 50' PER FBC 1029.3 (GROUP F & GROUP F SPECIAL OCCUPANCY) |

DESIGN LOADING CRITERIA

– DESIGN LOADS

| | |
|---|---|
| EQUIPMENT: | ACTUAL |
| BRIDGE CRANE OR MONORAIL | ACTUAL |
| ROOF, SUPERIMPOSED: | ACTUAL, 15 PSF MIN. |

– LIVE LOADS:

| | |
|---|---|
| ROOF (MIN., UNREDUCED): | 20 PSF |
| WALKWAYS AND PLATFORMS: | 100 PSF |
| FLOOR: | 100 PSF (OR HS20–44, IF APPLIES) |
| PROCESS SLABS: | 200 PSF |

– IMPACT LOADS

| | |
|---|---|
| TRAVELING CRANES AND HOSTS: | 25% OF THE LIFTED LOAD |
| ROTATING EQUIPMENT: | 20% OF THE MACHINE WEIGHT |
| RECIPROCATING EQUIPMENT: | 50% OF THE MACHINE WEIGHT |

– WIND DESIGN DATA:

DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7–10 FOR THE FOLLOWING WIND PRESSURE DATA PER FLORIDA BUILDING CODE SECTION 1603.1.4:

| | |
|---|---|
| ULTIMATE WIND SPEED ($V_{ult}$) | 180 MPH (3 SECOND GUST) |
| NOMINAL DESIGN WIND SPEED ($V_{asd}$) | 139 MPH (FBC TABLE 1609.3.1) |
| RISK CATEGORY: | III |
| EXPOSURE CATEGORY: | C |
| INTERNAL PRESSURE COEFFICIENT: | ± 0.55 |

## BUILDING / STRUCTURAL (CONTINUED)

– BUOYANCY

| | |
|---|---|
| ASSUMED GROUND WATER ELEVATION FOR BUOYANCY LOAD: | FINISH GRADE |
| FACTOR OF SAFETY: | 2.0 |

– EARTHQUAKE DESIGN DATA (SEISMIC ZONE):

NOT APPLICABLE

– FOUNDATIONS

| | |
|---|---|
| DESIGN LOAD–BEARING VALUE OF SOILS: | 2500 PSF |

GEOTECHNICAL

– REPORT OF GEOTECHNICAL EXPLORATION, PROPOSED KIRK ROAD PIPE AND MATERIAL STORAGE BLDG, 2400 KIRK ROAD, PALM SPRINGS, FLORIDA NUTTING ENGINEERS OF FLORIDA, INC., FEBRUARY 2020.

MATERIALS OF CONSTRUCTION

– STRUCTURAL CAST–IN–PLACE

| | |
|---|---|
| CONCRETE, MIN. f'c @ 28 DAYS: | 4,000 PSI (OR AS SPECIFIED) |

– STRUCTURAL PRECAST/PRETENSIONED/PRE–STRESSED

| | |
|---|---|
| CONCRETE, MIN. f'c @ 28 DAYS: | 5,000 PSI |

| | |
|---|---|
| – PRESTRESSING TENDON/STRAND: | ASTM A416/A21 |

– STRUCTURAL STEEL:

| | |
|---|---|
| ROLLED W SHAPES, ASTM A572: | 50,000 PSI |
| ANGLES, CHANNELS AND PLATES, ASTM A36: | 36,000 PSI |
| TUBE SECTIONS, ASTM A500, GRADE C, fy: | 46,000 PSI |

– MASONRY:

| | |
|---|---|
| CMU UNITS, GRADE N–1, COMPRESSIVE STRENGTH: | 1,900 PSI (ASTM C90) |
| COMPRESSIVE STRENGTH OF MORTAR, TYPE S: | 1,800 PSI (ASTM C270) |
| COMPRESSIVE STRENGTH OF GROUT: | 3,000 PSI (ASTM C476) |
| MASONRY UNIT ASSEMBLY, f'm: | 1,500 PSI |
| – REINFORCING STEEL, fy: | 60,000 PSI |

REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED: (**SEE REINFORCEMENT CLEARANCE DETAIL, THIS SHEET**)

| | |
|---|---|
| CONCRETE CAST AGAINST EARTH | 3" |
| FORMED SURFACED IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED TO WEATHER | 2" |
| FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL | |
| –SLABS AND WALL | 2" |
| –BEAMS AND COLUMNS | 1–1/2" |

– SPLICES AND LAPS OF DEFORMED BARS:

| | |
|---|---|
| MINIMUM BAR LAP (TYPICAL): | (SEE LAP SPLICE SCHEDULE, THIS SHEET) |
| TENSION LAPS: | IN ACCORDANCE WITH ACI 318 |
| OTHER LAP DISTANCES: | AS INDICATED ON DRAWINGS |

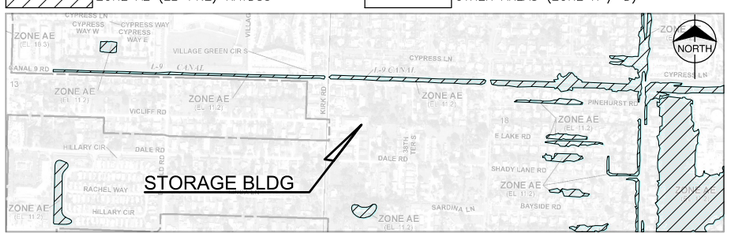
## FLOOD ELEVATION:

| | |
|---|---|
| – 100 YEAR FLOOD ELEVATION: | 11.20' NAVD88 |

(DATA FROM PALM BEACH COUNTY FEMA FLOOD MAP – 12099C0588F) (EFFECTIVE OCT. 5, 2017)

## LEGEND

ZONE AE (EL 11.2) NAVD88 | OTHER AREAS (ZONE X / D)




FEMA FLOOD ZONE MAP

N.T.S.


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

DESIGN CRITERIA

DWG NO. 05 OF 24 | SHEET G-05 | PROJ. NO. 400-083.01 | DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-02-MULTI.dwg; Plotted @: 4/27/2021 8:42:52 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET


BID SET

# SPECIFICATIONS

1.0 GENERAL

1.1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF:

1.1.1 FLORIDA BUILDING CODE, LATEST EDITION

1.1.2 VILLAGE OF PALM SPRINGS PLANNING, ZONING, AND BUILDING DEPARTMENTS.

2.0 DEMOLITION

2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS REQUIRED FOR DEMOLITION, REMOVAL AND DISPOSAL WORK AS SHOWN ON THE CONTRACT DRAWINGS.

2.2 WORK SHALL INCLUDE, BUT NOT LIMITED TO, THE DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, EQUIPMENT, AND OTHER EXISTING SITE IMPROVEMENTS AS NECESSARY TO INSTALL THE NEW WORK AS SHOWN ON THE CONTRACT DRAWINGS. DEMOLITION INCLUDES STRUCTURAL CONCRETE, FOUNDATIONS, WALLS, STRUCTURAL STEEL, METALS, MASONRY, ATTACHMENTS, APPURTENANCES, PIPING, ELECTRICAL AND MECHANICAL EQUIPMENT, PAVING, CURBS, WALKS, AND SIMILAR EXISTING FACILITIES.

2.3 CONTRACTOR TO SUBMIT PROPOSED DEMOLITION PROCEDURES AND SCHEDULE OF WORK.

2.4 PROTECT EXISTING STRUCTURES AND EQUIPMENT WHICH ARE NOT TO BE ALTERED.

2.5 ALL MATERIALS AND EQUIPMENT REMOVED FROM EXISTING WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR EXCEPT FOR THOSE WHICH THE OWNER HAS IDENTIFIED AND MARKED FOR OWNER'S USE. ALL MATERIALS AND EQUIPMENT MARKED BY THE OWNER TO REMAIN THE OWNER'S SHALL BE CAREFULLY REMOVED BY THE CONTRACTOR SO AS NOT TO BE DAMAGED, CLEANED AND STORED ON OR ADJACENT TO THE SITE IN A PROTECTED PLACE SPECIFIED BY THE ENGINEER OR OWNER OR LOADED ONTO TRUCKS PROVIDED BY THE OWNER. THE OWNER HAS MARKED THE FOLLOWING ITEMS TO BE SALVAGED:

– AS NOTED ON DRAWINGS.

2.6 THE CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION MATERIALS, EQUIPMENT, DEBRIS, AND ALL OTHER ITEMS NOT MARKED BY THE OWNER TO REMAIN AS HIS, OFF THE SITE AND IN CONFORMANCE WITH ALL EXISTING APPLICABLE LAWS AND REGULATIONS.

2.7 POLLUTION CONTROLS

2.7.1 USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

2.7.1.1 DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING, POLLUTION, AND GROUNDWATER CONTAMINATION.

2.7.1.2 CLEAN ADJACENT STRUCTURES, FACILITIES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS.

2.7.1.3 MATERIAL GENERATED FROM DEMOLITION SHALL NOT BE USED AS BACKFILL.

2.8 DEMOLITION

2.8.1 THE CONTRACTOR SHALL COMPLETELY REMOVE ALL STRUCTURES AS SHOWN ON THE CONTRACT DRAWINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

2.8.2 ALL CONCRETE, BRICK, TILE, CONCRETE BLOCK, ROOFING MATERIALS, REINFORCEMENT, STRUCTURAL OR MISCELLANEOUS METALS, PLASTER, WIRE MESH AND OTHER ITEMS CONTAINED IN OR UPON THE STRUCTURE SHALL BE REMOVED AND TAKEN FROM THE SITE, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2.9 CLEAN–UP AND DISPOSAL

2.9.1 CONTRACTOR SHALL REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM THE DEMOLITION OPERATIONS AS IT ACCUMULATES. UPON COMPLETION OF THE WORK, ALL MATERIALS, EQUIPMENT, WASTE AND DEBRIS OF EVERY SORT SHALL BE REMOVED AND THE PREMISES SHALL BE LEFT CLEAN, NEAT AND ORDERLY.

2.9.2 ALL MATERIALS AND DEBRIS RESULTING FROM DEMOLITION AND REMOVAL OPERATIONS SHALL BE DISPOSED OF OFF–SITE IN AN AUTHORIZED, PERMITTED DISPOSAL SITE.

3.0 EARTHWORK

3.1 THE WORK OF THIS SECTION INCLUDES ALL EARTHWORK REQUIRED FOR CONSTRUCTION OF THE PROJECT. SUCH EARTHWORK SHALL INCLUDE, BUT NOT BE LIMITED TO, THE LOOSENING, REMOVING, LOADING, TRANSPORTING, DEPOSITING, AND COMPACTING IN ITS FINAL LOCATION OF ALL MATERIALS, WET AND DRY, AS REQUIRED FOR THE PURPOSES OF COMPLETING THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS, WHICH SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FURNISHING, PLACING, AND REMOVING OF SHEETING AND BRACING NECESSARY TO SAFELY SUPPORT THE SIDES OF ALL EXCAVATION; ALL PUMPING, DITCHING, DRAINING, AND OTHER REQUIRED MEASURES FOR THE REMOVAL OR EXCLUSION OF WATER FROM THE EXCAVATION; THE SUPPORTING OF STRUCTURES ABOVE AND BELOW THE GROUND; ALL BACKFILLING AROUND STRUCTURES AND ALL BACKFILLING OF TRENCHES AND PITS; THE DISPOSAL OF EXCESS EXCAVATED MATERIALS; BORROW OF MATERIALS TO MAKE UP DEFICIENCIES FOR FILLS; AND ALL OTHER INCIDENTAL EARTHWORK, ALL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.

3.2 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

3.2.1 COMMERCIAL STANDARDS (LATEST REVISION):

| | |
|---|---|
| ASTM D 422 | METHOD FOR PARTICLE–SIZE ANALYSIS OF SOILS. |
| ASTM D 698 | TEST METHODS FOR MOISTURE–DENSITY RELATIONS OF SOILS AND SOIL–AGGREGATE MIXTURES, USING 5.5–LB (2.49–KG) HAMMER AND 12–IN. (304.8–MM) DROP. |
| ASTM D 1140 | TEST METHOD FOR DENSITY OF SOIL IN PLACE BY THE SAND CONE METHOD. |
| ASTM D 1557 | TEST METHODS FOR MOISTURE–DENSITY RELATIONS OF SOILS AND SOIL–AGGREGATE MIXTURES USING 10–LB (4.54–KG) HAMMER AND 18–IN. (457–MM) DROP. |
| ASTM D 1633 | TEST METHOD FOR COMPRESSIVE STRENGTH OF MOLDED SOIL–CEMENT CYLINDERS. |
| ASTM D 2419 | TEST METHOD FOR SAND EQUIVALENT VALUE OF SOILS AND FINE AGGREGATE. |
| ASTM D 2487 | CLASSIFICATION OF SOILS FOR ENGINEERING PURPOSES. |
| ASTM D 2901 | TEST METHOD FOR CEMENT CONTENT OF FRESHLY–MIXED SOIL–CEMENT. |
| ASTM D 2922 | TEST METHODS FOR DENSITY OF SOIL AND SOIL–AGGREGATE IN PLACE BY NUCLE\HICHAR METHODS (SHALLOW DEPTH). |
| ASTM D 4253 | TEST METHODS FOR MAXIMUM INDEX DENSITY OF SOILS USING A VIBRATORY TABLE. |
| ASTM D 4254 | TEST METHODS FOR MINIMUM INDEX DENSITY OF SOILS AND CALCULATION OF RELATIVE DENSITY. |

3.3 ALL SOILS TESTING WILL BE DONE BY A TESTING LABORATORY OF THE OWNER'S CHOICE AT THE CONTRACTOR'S EXPENSE.

3.4 WHERE SOIL MATERIAL IS REQUIRED TO BE COMPACTED TO A PERCENTAGE OF MAXIMUM DENSITY, THE MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT WILL BE DETERMINED IN ACCORDANCE WITH ASTM D 1557. WHERE COHESIONLESS, FREE DRAINING SOIL MATERIAL IS REQUIRED TO BE COMPACTED TO A PERCENTAGE OF RELATIVE DENSITY, THE CALCULATION OF RELATIVE DENSITY WILL BE DETERMINED IN ACCORDANCE WITH ASTM D 4253 AND D 4254. FIELD DENSITY IN–PLACE TESTS WILL BE PERFORMED IN ACCORDANCE WITH ASTM D 1556, ASTM D 2922, OR BY SUCH OTHER MEANS ACCEPTABLE TO THE ENGINEER.

3.5 IN CASE THE TESTS OF THE FILL OR BACKFILL SHOW NON–COMPLIANCE WITH THE REQUIRED DENSITY, THE CONTRACTOR SHALL ACCOMPLISH SUCH REMEDY AS MAY BE REQUIRED TO INSURE COMPLIANCE. SUBSEQUENT TESTING TO SHOW COMPLIANCE SHALL BE BY A TESTING LABORATORY SELECTED BY THE OWNER AND SHALL BE AT THE CONTRACTOR'S EXPENSE.

3.6 PARTICLE SIZE ANALYSIS OF SOILS AND AGGREGATES WILL BE PERFORMED USING ASTM D 422.

3.7 DETERMINATION OF SAND EQUIVALENT VALUE WILL BE PERFORMED USING ASTM D 2419.

3.8 UNIFIED SOIL CLASSIFICATION SYSTEM: REFERENCES IN THESE SPECIFICATIONS TO SOIL CLASSIFICATION TYPES AND STANDARDS SET FORTH IN ASTM D 2487 SHALL HAVE THE MEANINGS AND DEFINITIONS INDICATED IN THE CHART ILLUSTRATED AT THE END OF THIS SECTION. THE CHART IS REPRODUCED HEREIN FOR THE CONVENIENCE OF THE CONTRACTOR ONLY, AND NO LIMITATION, AMENDMENT, OR MODIFICATION IS INTENDED THEREBY. THE CONTRACTOR SHALL BE BOUND BY ALL APPLICABLE PROVISIONS OF SAID ASTM D 2487 IN THE INTERPRETATION OF SOIL CLASSIFICATIONS.

3.9 SUITABLE FILL AND BACKFILL MATERIAL REQUIREMENTS

3.9.1 GENERAL: FILL, BACKFILL, AND EMBANKMENT MATERIALS SHALL BE SUITABLE SELECTED OR PROCESSED CLEAN, FINE EARTH, ROCK, OR SAND, FREE FROM GRASS, ROOTS, BRUSH, OR OTHER VEGETATION.

3.9.2 FILL AND BACKFILL MATERIALS TO BE PLACED WITHIN 6 INCHES OF ANY STRUCTURE OR PIPE SHALL BE FREE OF ROCKS OR UNBROKEN MASSES OF EARTH MATERIALS HAVING A MAXIMUM DIMENSION LARGER THAN 3 INCHES.

3.9.3 SUITABLE MATERIALS: SOILS NOT CLASSIFIED AS UNSUITABLE AS DEFINED IN PARAGRAPH ENTITLED, "UNSUITABLE MATERIAL" HEREIN, ARE DEFINED AS SUITABLE MATERIALS AND MAY BE USED IN FILLS, BACKFILLING, AND EMBANKMENT CONSTRUCTION SUBJECT TO THE SPECIFIED LIMITATIONS. IN ADDITION, WHEN ACCEPTABLE TO THE ENGINEER, SOME OF THE MATERIAL LISTED AS UNSUITABLE MAY BE USED WHEN THOROUGHLY MIXED WITH SUITABLE MATERIAL TO FORM A STABLE COMPOSITE.

3.9.4 SUITABLE MATERIALS MAY BE OBTAINED FROM ON–SITE EXCAVATIONS, MAY BE PROCESSED ON–SITE MATERIALS, OR MAY BE IMPORTED. IF IMPORTED MATERIALS ARE REQUIRED TO MEET THE REQUIREMENTS OF THIS SECTION OR TO MEET THE QUANTITY REQUIREMENTS OF THE PROJECT THE CONTRACTOR SHALL PROVIDE THE IMPORTED MATERIALS WITHIN THE SCOPE OF THE CONTRACT, UNLESS A UNIT PRICE ITEM IS INCLUDED FOR IMPORTED MATERIALS IN THE BIDDING SCHEDULE.

3.9.5 THE FOLLOWING TYPES OF SUITABLE MATERIALS ARE DESIGNATED AND DEFINED AS FOLLOWS:

3.9.5.1 TYPE D: CRUSHED LIMEROCK WITH 100 PERCENT PASSING A 1–INCH SIEVE AND NOT MORE THAN 10 PERCENT PASSING A NUMBER 4 SIEVE.

3.9.5.2 TYPE E: CRUSHED LIMEROCK WITH 100 PERCENT PASSING A 3/4–INCH SIEVE AND NOT MORE THAN 10 PERCENT PASSING A NUMBER 4 SIEVE.

3.9.5.3 TYPE F: CRUSHED LIMEROCK MEETING THE FOLLOWING GRADATION REQUIREMENTS:

| SIEVE SIZE | PERCENTAGE PASSING |
|---|---|
| 2–INCH | 100 |
| 1–1/2–INCH | 90 – 100 |
| 1–INCH | 20 – 55 |
| 3/4–INCH | 0 – 15 |
| NO. 200 | 0 – 3 |

3.9.5.4 TYPE G: CRUSHED ROCK AGGREGATE BASE MATERIAL OF SUCH NATURE THAT IT CAN BE COMPACTED READILY BY WATERING AND ROLLING TO FORM A FIRM, STABLE BASE FOR PAVEMENTS. AT LEAST 97% OF THE MATERIAL SHALL PASS A 3–1/2 INCH SCREEN AND THE MATERIAL SHALL BE UNIFORMLY GRADED UNIFORMLY DOWN TO THE 200 SIEVE. THE LIQUID LIMIT SHALL NOT EXCEED 35 AND THE PLASTIC INDEX SHALL NOT EXCEED 10. FOR STABILIZED BASE, THE MATERIAL SHALL MEET ALL OF THE ABOVE REQUIREMENTS EXCEPT THAT 97% SHALL PASS A 1–1/2 INCH SCREEN.

3.9.5.5 TYPE H: DRAINROCK SHALL BE CRUSHED ROCK OR GRAVEL, DURABLE AND FREE FROM SLAKING OR DECOMPOSITION UNDER THE ACTION OF ALTERNATE WETTING OR DRYING. THE MATERIAL SHALL BE UNIFORMLY GRADED AND SHALL MEET THE FOLLOWING GRADATION REQUIREMENTS:

| SIEVE SIZE | PERCENTAGE PASSING |
|---|---|
| 1–INCH | 100 |
| 3/4–INCH | 90 – 100 |
| 3/8–INCH | 40 – 100 |
| NO. 4 | 25 – 40 |
| NO. 8 | 18 – 33 |
| NO. 30 | 5 – 15 |
| NO. 50 | 0 – 7 |
| NO. 200 | 0 – 3 |

THE DRAINROCK SHALL HAVE A SAND EQUIVALENT VALUE NOT LESS THAN 75.

3.10 BACKFILL MATERIALS BENEATH STRUCTURES SHALL BE:

– TYPE D, E, G, OR H MATERIAL.

3.11 REMOVAL OF WATER

3.11.1 PROVIDE AND OPERATE EQUIPMENT ADEQUATE TO KEEP ALL EXCAVATIONS AND TRENCHES FREE OF WATER. REMOVE ALL WATER DURING PERIODS WHEN CONCRETE IS BEING DEPOSITED, WHEN PIPE IS BEING LAID, DURING THE PLACING OF BACKFILL, AND AT SUCH OTHER TIMES AS REQUIRED FOR EFFICIENT AND SAFE EXECUTION OF THE WORK. AVOID SETTLEMENT OR DAMAGE TO ADJACENT PROPERTY. DISPOSE OF WATER IN A MANNER THAT WILL NOT DAMAGE ADJACENT PROPERTY. WHEN DEWATERING OPEN EXCAVATIONS, DEWATER FROM OUTSIDE THE STRUCTURAL LIMITS AND FROM A POINT BELOW THE BOTTOM OF THE EXCAVATION WHEN POSSIBLE. DESIGN DEWATERING SYSTEM TO PREVENT REMOVAL OF FINES FROM EXISTING GROUND.

3.11.2 CONTRACTOR SHALL DETERMINE ALL REQUIREMENTS, MAKE ALL NECESSARY ARRANGEMENTS AND OBTAIN ALL PERMITS WHICH MAY BE REQUIRED FOR DEWATERING OPERATIONS.

3.12 STRUCTURE, ROADWAY, AND EMBANKMENT EXCAVATION

3.12.1 EXCAVATION BENEATH STRUCTURES AND EMBANKMENTS: EXCEPT WHERE OTHERWISE SPECIFIED FOR A PARTICULAR STRUCTURE OR ORDERED BY THE ENGINEER, EXCAVATION SHALL BE CARRIED TO THE GRADE OF THE BOTTOM OF THE FOOTING OR SLAB. WHERE SHOWN OR ORDERED, AREAS BENEATH STRUCTURES OR FILLS SHALL BE OVER–EXCAVATED. THE SUBGRADE AREAS BENEATH EMBANKMENTS SHALL BE EXCAVATED TO REMOVE NOT LESS THAN THE TOP 6 INCHES OF ORIGINAL MATERIAL AND WHERE SUCH SUBGRADE IS SLOPED, THE ORIGINAL MATERIAL SHALL BE BENCHED. WHEN SUCH OVER–EXCAVATION IS SHOWN, BOTH OVER–EXCAVATION AND SUBSEQUENT BACKFILL TO THE REQUIRED GRADE SHALL BE PERFORMED BY THE CONTRACTOR. WHEN SUCH OVER–EXCAVATION IS NOT SHOWN BUT IS ORDERED BY THE ENGINEER, SUCH OVER–EXCAVATION AND ANY RESULTING BACKFILL WILL BE PAID FOR UNDER A SEPARATE UNIT PRICE BID ITEM IF SUCH BID ITEM HAS BEEN ESTABLISHED; OTHERWISE PAYMENT WILL BE MADE IN ACCORDANCE WITH A NEGOTIATED PRICE. AFTER THE REQUIRED EXCAVATION OR OVER–EXCAVATION HAS BEEN COMPLETED, THE EXPOSED SURFACE SHALL BE SCARIFIED TO A DEPTH OF 6 INCHES, BROUGHT TO OPTIMUM MOISTURE CONTENT, AND ROLLED WITH HEAVY COMPACTION EQUIPMENT TO OBTAIN 98 PERCENT OF MAXIMUM DENSITY.

3.12.2 EXCAVATION BENEATH PAVED AREAS: EXCAVATION UNDER AREAS TO BE PAVED SHALL EXTEND TO THE BOTTOM OF THE AGGREGATE BASE, IF SUCH BASE IS CALLED FOR; OTHERWISE IT SHALL EXTEND FOR THE PAVING THICKNESS. AFTER THE REQUIRED EXCAVATION HAS BEEN COMPLETED, THE EXPOSED SURFACE SHALL BE SCARIFIED, BROUGHT TO OPTIMUM MOISTURE CONTENT, AND ROLLED WITH HEAVY COMPACTION EQUIPMENT TO OBTAIN 98 PERCENT OF MAXIMUM DENSITY.

4.0 RESTORATION

4.1 CONTRACTOR SHALL REMOVE AND LAWFULLY DISPOSE OF ALL DEBRIS RESULTING FROM WORK.

4.2 ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, STORAGE, OR OTHER CONTRACT ACTIVITY SHALL BE SODDED AS SPECIFIED HEREIN.

4.3 EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.

4.4 SAWCUT AND PATCH ASPHALT PAVEMENT DAMAGED BY WORK. SAWCUT FULL RECTANGULAR AREAS. NO STAIR STEP OR IRREGULAR PATCHES.

4.5 ASPHALT PATCHES SHALL BE AS SPECIFIED HEREIN AND MATCH EXISTING THICKNESS AND GRADE.

5.0 RESTORATION MATERIALS

5.1 SOD

5.1.1 SOD SHALL BE OF FIRM TEXTURE HAVING A COMPACTED GROWTH AND GOOD ROOT DEVELOPMENT. SOD IS TO CONTAIN NO WEEDS OR UNDESIRABLE NATIVE GRASSES AND BE FREE FROM FUNGUS, VERMIN AND DISEASES. SOD TO BE NOT LESS THAN TWO (2) YEARS OLD. PROVIDE SOD CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED (VIABLE, NOT DORMANT).

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C,DICKINSON
DR: M,SIQUEIRA
CHK: D,HAMMANN
APVD: D,HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

SPECIFICATIONS (SHEET 1)

DWG NO. 06 OF 24
SHEET G-06
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-05-MULTI.dwg; Plotted @: 4/27/2021 8:43:02 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

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## SPECIFICATIONS (CONTINUED)

5.0 RESTORATION MATERIALS (CONTINUED)

5.1 SOD (CONTINUED)

5.1.2 SOD SHALL BE SELECTED TO MATCH THE EXISTING VARIETIES AND TYPES ENCOUNTERED, AS APPLICABLE. SOD SHALL BE BAHIA FOR NON-IRRIGATED AREAS AND FLORATAM FOR IRRIGATED AREAS.

5.1.3 SOD SELECTION SHALL BE APPROVED IN FIELD BY RESIDENT PROJECT REPRESENTATIVE.

5.2 ASPHALT

5.2.1 MATERIALS FOR LIMEROCK BASE SHALL BE AS SPECIFIED IN SECTION 911 OF THE FDOT STANDARD SPECIFICATIONS.

5.2.2 PRIME COAT MATERIAL SHALL BE RC-70 LIQUID ASPHALT APPLIED TO THE PAVEMENT BASE AT A UNIFORM RATE OF 0.25 GALLONS PER SQUARE YARD. SAND COVER SHALL BE APPLIED OVER PRIME COAT IF TRAFFIC WILL BE USING AREA BEFORE FINAL PAVING IS LAID.

5.2.3 TACK COAT MATERIAL SHALL BE AS SPECIFIED IN SECTION 300-2.3 OF THE FDOT STANDARD SPECIFICATIONS.

5.2.4 TYPE S-I ASPHALTIC CONCRETE CONFORMING TO ALL APPLICABLE REQUIREMENTS OF SECTIONS 320, 330 AND 331 OF THE FDOT STANDARD SPECIFICATIONS.

6.0 CLEANING

6.1 REMOVE WASTE, DEBRIS, AND SURPLUS MATERIALS FROM SITE. CLEAN GROUNDS; REMOVE STAINS, SPILLS, AND FOREIGN SUBSTANCES FROM PAVED AREAS AND SWEEP CLEAN. RAKE CLEAN OTHER EXTERIOR SURFACES.

7.0 PROTECTIVE COATING

7.1 PRODUCTS SHALL BE AS MANUFACTURED BY TNEMEC COMPANY, OR EQUAL.

8.0 SEALANTS

8.1 SEALANT SHALL BE ONE-PART POLYURETHANE CONFORMING TO FEDERAL SPECIFICATION TT-S-00230C ADO ASTM C-920, TYPE II CLASS A, NON-SAG ELASTOMERIC SEALANT.

8.2 COLOR SHALL BE SELECTED FROM MANUFACTURERS STANDARDS TO MATCH COLOR OF ADJACENT SURFACES, WHERE APPLICABLE.

8.3 SEALANT SHALL BE SIKA-1A AS MANUFACTURED BY SIKA OR EQUAL.

9.0 GROUT

9.1 NON-SHRINK GROUT

9.1.1 CLASS B NON-SHRINK GROUTS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL MEET THE REQUIREMENTS OF CRD C 621.

10.0 MISCELLANEOUS METAL ITEMS

10.1 ADHESIVE ANCHORS

10.1.1 ADHESIVE ANCHORS SHALL BE PARABOND CAPSULE ANCHORS WITH 316 STAINLESS STEEL STUD, NUTS, AND WASHERS, AS MANUFACTURED BY MOLLY DIVISION, OR EQUAL.

10.2 SHELL-TYPE ANCHOR

10.2.1 SHELL-TYPE ANCHORS SHALL BE SELF-DRILLING OR NON-DRILLING RED HEAD ANCHORS AS MANUFACTURED BY PHILLIPS DRILL COMPANY, OR EQUAL.

10.3 WEDGE ANCHORS

10.3.1 WEDGE ANCHORS SHALL BE RED HEAD WEDGE-TYPE ANCHORS AS MANUFACTURED BY THE PHILLIPS DRILL COMPANY, PARABOLT ANCHORS AS MANUFACTURED BY THE MOLLY DIVISION OF EMHART CORPORATION, OR EQUAL.

10.4 MASONRY ANCHORS

10.4.1 3/16" OR 1/4" TAPCON ANCHORS. HEAD TYPE AND EMBEDMENT PER INSTALLATION REQUIREMENTS.

10.4.2 ALLOWED AT LOCATIONS APPROVED BY ENGINEER ONLY.

10.5 MASONRY ANCHORS (SST)

10.5.1 CRETE-FLEX SS4 MASONRY ANCHORS.

11. CONCRETE MATERIALS

11.1 TYPE I OR TYPE II CEMENT, AT THE CONTRACTOR'S OPTION, MAY BE USED FOR NON-HYDRAULIC STRUCTURES.

11.2 WATER: POTABLE, SALT FREE CONFORMING TO ASTM C94.

11.3 FINE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33.

FINE AGGREGATE (PUMP): SALT FREE AND CLEAN, CONFORMING TO FDOT 902.

11.4 COARSE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33, MAXIMUM SIZE 1 1/2-INCH (3/4-INCH FOR WATER RETAINING STRUCTURES).

COARSE AGGREGATE (PUMP): SALT FREE AND CLEAN, SIZE #89, FDOT 901.

11.5 ALL AGGREGATES: QUARRIED/MINED IN FRESH WATER ONLY.

11.6 SCREENINGS: SCREENINGS MEETING THE REQUIREMENTS OF FDOT 902-5 MY BE SUBSTITUTED FOR FINE AGGREGATE.

11.7 STRUCTURAL (WALLS, COLUMNS, BEAMS, FOOTINGS, FLOOR SLABS AND ELEVATED SLABS) AND PRECAST CONCRETE:

11.7.1 28 DAY COMPRESSIVE STRENGTH: 4,000 PSI, MINIMUM, OR AS ILLUSTRATED ON THE DRAWINGS.

11.7.1.2 STRENGTHS NOTED ON THE DRAWINGS TAKE PRECEDENCE OVER HEREIN SPECIFIED AMOUNTS.

11.7.2 WATER-CEMENT RATIO: W/C $\leq$ 0.5.

11.7.3 SLUMP: 5-INCHES, $\pm$ 1-INCH

11.7.4 ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT

11.7.5 ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

11.8 CURBS

11.8.1 28 DAY COMPRESSIVE STRENGTH: 3,000 PSI

11.8.2 SLUMP: 2-INCHES, $\pm$ 1-INCH.

11.8.3 ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

11.8.4 ADMIXTURES: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

11.9 ASTM A615: "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT".

11.9.1 GRADE: 60

11.9.2 MINIMUM YIELD STRENGTH: 60,000 PSI

11.9.3 SIZE SHALL BE AS INDICATED ON THE DRAWINGS.

11.10 WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.

11.11 EXPANSION JOINT FILLER SHALL BE 1/2-INCH THICK, PREFORMED ASPHALT-IMPREGNATED, EXPANSION JOINT MATERIAL CONFORMING TO ASTM A1064.

12.0 METAL BUILDING SYSTEMS

12.1 ENCLOSURE SYSTEM DESIGN AND DESCRIPTION:

12.1.1 ENCLOSURE TYPE: PARTIALLY ENCLOSED.

12.1.2 ROOF SPAN CONFIGURATION: SHED (SINGLE-SLOPE) SPAN ROOF RIGID FRAME WITH VARIABLE DEPTH COLUMNS.

12.1.3 BASE CONDITION: AS NOTED ON DRAWINGS

12.1.4 ROOF SLOPE: 0.5/12.

12.1.5 COLUMN SPACING AT EXTERIOR WALLS: AS SHOWN ON DRAWINGS AND COMPATIBLE WITH PLACEMENT OF OPENINGS AND OTHER REQUIREMENTS.

12.1.6 MINIMUM EAVE HEIGHT: SHOWN ON DRAWINGS

12.1.7 GROUTING UNDER COLUMNS AS REQUIRED.

12.1.8 ENCLOSURE SIDING COLOR: COLOR SELECTION TO BE FINALIZED BY OWNER DURING SUBMITTAL PHASE. FINAL COLOR MAY NOT BE FROM MANUFACTURERS STANDARD COLOR LIST.

12.1.9 WALL COLUMNS AND FRAMING MEMBERS COLOR SHALL BE SELECTED BY VILLAGE. ROOF PANELS SHALL BE TEAL COLOR MATCHING OTHER VILLAGE FACILITIES AT THE SITE. THE GUTTERS, DOWNSPOUTS AND OTHER TRIM COMPONENTS SHALL BE TEAL COLOR MATCHING OTHER VILLAGE FACILITIES LOCATED AT THE SITE. ALL COLORS WILL BE FINALIZED DURING THE SHOP DRAWING PROCESS.

12.2 DESIGN CRITERIA

12.2.1 GENERAL STRUCTURE DIMENSIONS:

12.2.1.1 NOTED ON DRAWINGS.

12.2.2 DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7-10 FOR THE FOLLOWING CRITERIA PER FLORIDA BUILDING CODE SECTION 1609:

12.2.2.1 BASIC WIND SPEED: 180 MPH (3 SECOND GUST).

12.2.2.2 EXPOSURE CATEGORY: C

12.2.2.3 INTERNAL PRESSURE COEFFICIENT: $\pm$ 0.55

12.2.2.4 DIRECTIONALITY FACTOR: 0.85.

12.2.3 DESIGN LOADS FOR WALKWAYS, PLATFORMS, LADDERS, AND STAIRS SHALL BE AS FOLLOWS:

12.2.3.1 DEAD LOAD: ACTUAL MEMBER OR COMPONENTS WEIGHT.

12.2.3.2 LIVE LOAD: 100 PSF.

12.2.4 DESIGN LOADS FOR ROOF:

12.2.4.1 DESIGN LIVE LOAD: 20 PSF

12.2.4.2 DESIGN DEAD LOAD: ACTUAL

12.2.5 SEISMIC ZONE: N/A

12.2.6 VERTICAL DESIGN LOADS: FBC, 2017 EDITION.

12.2.7 DEFLECTIONS:

12.2.7.1 PURLINS: L/150; L/240 FOR CEILINGS

12.2.7.2 RAFTERS: L/180

12.2.7.3 GIRTS: L/90

12.2.7.4 SIDESWAY: L/90

12.2.8 LOAD COMBINATIONS: PER FBC, 6TH EDITION, 2017.

12.2.9 DESIGN CRITERIA FOR FOUNDATIONS:

12.2.9.1 SOIL BEARING CAPACITY: 2500 PSF

12.2.9.2 CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS: 4,000 PSI.

12.2.9.3 ANCHOR BOLT SIZING AND PLAN REQUIRED PER BUILDING MANUFACTURER.

12.2.9.4 COLUMN REACTIONS SHALL BE PROVIDED BY ENCLOSURE MANUFACTURER.

12.2.10 SYSTEM SUPPLIER SHALL SELECT AND SIZE ALL COMPONENTS OF THE SYSTEM TO CONFORM WITH THE SPECIFIED DESIGN AND PERFORMANCE REQUIREMENTS. COMPONENT MATERIALS OF CONSTRUCTION SHALL MEET OR EXCEED THESE SPECIFICATIONS.

12.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

12.3.1 BUILDING CODES

10.3.1.1 FLORIDA BUILDING CODE (FBC), 6TH EDITION, 2017.

12.3.2 AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC):

| | |
|---|---|
| AISC 360 | SPECIFICATION FOR STRUCTURAL STEEL ENCLOSURES. |
| AISC 341 | SEISMIC PROVISIONS FOR STRUCTURAL STEEL ENCLOSURES (WHEN APPROPRIATE). |
| AISC DESIGN GRIDE 3 | SERVICEABILITY FOR STEEL ENCLOSURES. |

12.3.3 AMERICAN IRON AND STEEL INSTITUTE (AISI):

| | |
|---|---|
| AISI S100 | NORTH AMERICAN SPECIFICATION FOR THE DESIGN COLD-FORMED STEEL STRUCTURAL MEMBERS. |

12.3.5 AMERICAN WELDING SOCIETY (AWS):

| | |
|---|---|
| AWS D1.1/D1.1M | STRUCTURAL WELDING CODE - STEEL. |
| AWS D1.3/D1.3M | STRUCTURAL WELDING CODE - SHEET DETAIL. |

12.3.6 ASSOCIATION FOR IRON & STEEL TECHNOLOGY (AISE):

| | |
|---|---|
| AISE 13 | SPECIFICATIONS FOR DESIGN AND CONSTRUCTION OF MILL ENCLOSURES. |

12.3.7 ASTM INTERNATIONAL (ASTM):

| | |
|---|---|
| ASTM A 325 | STANDARD SPECIFICATION FOR STRUCTURAL BOLTS, STEEL, HEAT TREATED, 120/105 KSI MINIMUM TENSILE STRENGTH. |
| ASTM A 654/653 M | STANDARD SPECIFICATION FOR STEEL SHEET, ZINC-COATED (GALVANIZED) OR ZINC-IRON ALLOY-COATED (GALVANNEALED) BY THE HOT-DIP PROCESS. |
| ASTM A 792/A 792M | STANDARD SPECIFICATIONS FOR STEEL SHEET, 55% ALUMINUM-ZINC ALLOY-COATED BY THE HOT-DIP PROCESS. |
| ASTM B 117 | STANDARD PRACTICE FOR OPERATING SALT SPRAY (FOG) APPARATUS. |
| ASTM C 518 | STANDARD TEST METHOD FOR STEADY-STATE THERMAL TRANSMISSION PROPERTIES BY MEANS OF THE HEAT FLOW METER APPARATUS. |
| ASTM C 1363 | STANDARD TEST METHOD FOR THERMAL PERFORMANCE OF ENCLOSURE MATERIALS AND ENVELOPE ASSEMBLIES BY MEANS OF A HOT BOX APPARATUS. |
| ASTM D 522 | STANDARD TEST METHODS FOR MANDREL BEND TEST OF ATTACHED ORGANIC COATINGS. |
| ASTM D 523 | STANDARD TEST METHOD FOR SPECULAR GLOSS |
| ASTM D 968 | STANDARD TEST METHODS FOR ABRASION RESISTANCE OF ORGANIC COATINGS BY FALLING ABRASIVE. |
| ASTM D 1308 | STANDARD TEST METHOD FOR EFFECT OF HOUSEHOLD CHEMICALS ON CLEAR AND PIGMENTED ORGANIC FINISHED. |
| ASTM D 2244 | STANDARD PRACTICE FOR CALCULATION OF COLOR TOLERANCES AND COLOR DIFFERENCES FROM INSTRUMENTALLY MEASURED COLOR COORDINATES. |
| ASTM D 2247 | STANDARD PRACTICE FOR TESTING WATER RESISTANCE OF COATINGS IN 100% RELATIVE HUMIDITY. |
| ASTM D 2794 | STANDARD TEST METHOD FOR RESISTANCE OF ORGANIC COATINGS TO THE EFFECTS OF RAPID DEFORMATION (IMPACT). |
| ASTM D 3361 | STANDARD PRACTICE FOR UNFILTERED OPEN-FLAME CARBON-ARC EXPOSURES OF PAINT AND RELATED COATINGS. |
| ASTM D 4214 | STANDARD TEST METHODS FOR EVALUATING THE DEGREE OF CHALKING OF EXTERIOR PAINT FILMS. |
| ASTM E 84 | STANDARD TEST METHOD FOR SURFACE BURNING CHARACTERISTICS OF ENCLOSURE MATERIALS. |

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

SPECIFICATIONS (SHEET 2)

DWG NO. 07 OF 24
SHEET G-07
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-05-MULTI.dwg; Plotted @: 4/27/2021 8:43:03 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

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## SPECIFICATIONS (CONTINUED)

12.0 METAL BUILDING SYSTEMS (CONTINUED)

12.3 REFERENCE SPECIFICATIONS, CODES AND STANDARDS (CONTINUED)

12.3.7 ASTM INTERNATIONAL (ASTM) (CONTINUED):

| | |
|---|---|
| ASTM E 84 | STANDARD TEST METHOD FOR SURFACE BURNING CHARACTERISTICS OF ENCLOSURE MATERIALS. |
| ASTM E 96/E 96M | STANDARD TEST METHODS FOR WATER VAPOR TRANSMISSION OF MATERIALS. |
| ASTM E 1592 | STANDARD TEST METHOD FOR STRUCTURAL PERFORMANCE OF SHEET METAL ROOF AND SIDING SYSTEMS BY UNIFORM STATIC AIR PRESSURE DIFFERENCE. |
| ASTM G 87 | STANDARD PRACTICE FOR CONDUCTING MOIST SO2 TESTS. |

12.3.8 METAL BUILDING MANUFACTURERS ASSOCIATION (MBMA):

12.3.8.1 MBMA METAL BUILDING SYSTEMS MANUAL.

12.3.8.2 SEISMIC DESIGN GUIDE FOR METAL BUILDING SYSTEMS.

12.3.9 NORTH AMERICAN INSULATION MANUFACTURERS ASSOCIATION (NAIMA):

| | |
|---|---|
| NAIMA 202 | STANDARD FOR FLEXIBLE FIBER GLASS INSULATION TO BE LAMINATED FOR USE IN METAL ENCLOSURES. |

12.3.10 THE SOCIETY FOR PROTECTIVE COATINGS (SSPC):

| | |
|---|---|
| SSPC–PAINT 15 | PRIMER FOR USE OVER HAND CLEANED STEEL PERFORMS TO SSPC–PAINT 15 STANDARDS. |
| SSPC–SP2 | HAND TOOL CLEANING. |

12.3.11 UNDERWRITERS LABORATORIES (UL):

| | |
|---|---|
| UL 580 | STANDARD FOR TESTS FOR UPLIFT RESISTANCE OF ROOF ASSEMBLIES. |
| UL 723 | STANDARD FOR TEST FOR SURFACE BURNING CHARACTERISTICS OF ENCLOSURE. |

12.4 SUBMITTALS

12.4.1 SHOP DRAWINGS AND CALCULATIONS

12.4.1.1 DESIGN CALCULATIONS AND ERECTION DRAWINGS: PREPARED BY, OR UNDER DIRECT SUPERVISION OF, REGISTERED PROFESSIONAL ENGINEER, LICENSED TO PRACTICE IN THE STATE OF FLORIDA WITH ALL DRAWINGS AND CALCULATIONS BEARING HIS SEAL.

12.4.1.2 SHOW EACH TYPE STRUCTURAL ENCLOSURE FRAME REQUIRED AND THEIR LOCATIONS WITHIN STRUCTURE; DETAILS OF ANCHOR BOLT SETTINGS; SIDEWALL, ENDWALL, AND ROOF FRAMING; DIAGONAL BRACING AND LOCATION WITHIN STRUCTURE; METAL FLOOR DECK AND JOIST TYPES; WALL AND ROOF INSULATION AND TYPES; LONGITUDINAL AND TRANSVERSE CROSS SECTIONS; DETAILS OF CURBS, ROOF JACKS, AND ITEMS PENETRATING ROOF; CANOPY FRAMING AND DETAILS; TRIM, GUTTERS, DOWNSPOUTS, LINER PANELS, WALL AND ROOF COVERINGS, AND ALL ACCESSORY ITEMS; MATERIALS; FINISHES; CONSTRUCTION AND INSTALLATION DETAILS; AND OTHER PERTINENT INFORMATION REQUIRED FOR PROPER AND COMPLETE FABRICATION, ASSEMBLY AND ERECTION OF WATERTIGHT METAL ENCLOSURE SYSTEM.

12.4.2 MATERIAL AND COLOR SAMPLES

12.4.2.1 FOR EACH SPECIFIC MATERIAL SAMPLE REQUESTED BY ENGINEER OR OWNER SUBMIT IN SIZE, FORM AND NUMBER DIRECTED.

12.4.2.2 SUBMIT DUPLICATE COLOR SAMPLE SETS SHOWING FULL COLOR RANGE AVAILABLE, FOR SELECTION PURPOSES.

12.4.3 PRODUCT DATA: MANUFACTURER'S SPECIFICATIONS AND DESCRIPTIVE LITERATURE.

12.4.4 CERTIFICATION: WRITTEN CERTIFICATION, PREPARED AND SIGNED BY REGISTERED PROFESSIONAL ENGINEER LICENSED TO PRACTICE IN THE STATE OF FLORIDA, ATTESTING THAT ENCLOSURE DESIGN MEETS SPECIFIED LOADING REQUIREMENTS, REQUIREMENTS OF CODES AND AUTHORITIES HAVING JURISDICTION AT PROJECT SITE, AND OTHER REQUIREMENTS SPECIFIED.

12.4.5 WARRANTY INFORMATION AS SPECIFIED HEREIN.

12.5 PRODUCT HANDLING, DELIVERY AND STORAGE

12.5.1 DELIVER AND STORE PREFABRICATED COMPONENTS, SHEETS, PANELS AND OTHER MANUFACTURED ITEMS SO THEY WILL NOT BE DAMAGED OR DEFORMED.

12.5.2 STACK MATERIALS ON PLATFORMS OR PALLETS ABOVE GRADE OR ON CONCRETE SLAB, COVERED WITH OPAQUE TARPAULINS OR OTHER APPROVED WEATHER–RESISTANT VENTILATED COVERING.

12.5.3 STORE METAL SHEETS AND PANELS IF SUBJECTED TO WATER ACCUMULATION IN SUCH A MANNER SO THEY WILL DRAIN FREELY. DO NOT STORE SHEETS AND PANELS IN CONTACT WITH OTHER MATERIALS WHICH MIGHT CAUSE STAINING.

12.5.4 DAMAGED MATERIAL MUST BE REPORTED TO DETERMINE IF REPLACEMENT IS REQUIRED.

12.5.5 INSPECT PANELS TO PREVENT MOISTURE BETWEEN PANELS AND SECURE AS REQUIRED.

12.6 WARRANTY

12.6.1 MANUFACTURER AND CONTRACTOR SHALL WARRANT THE STRUCTURE AND COMPONENTS BEING SUPPLIED TO THE OWNER AGAINST ALL DEFECTS IN FABRICATION WORKMANSHIP, MATERIALS AND ONSITE ERECTION FOR A PERIOD OF ONE (1) YEAR. WARRANTY PERIOD SHALL COMMENCE ON CONTRACT SUBSTANTIAL COMPLETION DATE AS DEFINED IN THE GENERAL CONDITIONS.

12.6.2 METAL ENCLOSURE SYSTEM MANUFACTURER SHALL PROVIDE A WRITTEN WEATHER TIGHTNESS WARRANTY FOR 15 YEARS AGAINST LEAKS IN ROOF PANELS ARISING OUT OF OR CAUSED BY ORDINARY WEAR AND TEAR UNDER NORMAL WEATHER AND ATMOSPHERIC CONDITIONS.

12.6.3 WARRANTY SHALL BE SIGNED BY BOTH THE METAL ROOF SYSTEM MANUFACTURER AND THE METAL ROOF SYSTEM INSTALLER.

12.6.4 METAL ENCLOSURE SYSTEM MANUFACTURER SHALL PROVIDE A WRITTEN COATING SYSTEM WARRANTY FOR 30 YEARS AGAINST METAL ROOF AND WALL PANELS UNDER NORMAL WEATHER AND ATMOSPHERIC CONDITIONS AS FOLLOWS:

12.6.4.1 METAL ENCLOSURE SYSTEM MANUFACTURER SHALL WARRANT THAT THE COATING SHALL NOT PEEL, CRACK, OR CHIP FOR 30 YEARS.

12.6.4.2 FOR A PERIOD OF 30 YEARS, CHALKING SHALL NOT EXCEED ASTM D 4214, #8 RATING AND SHALL NOT FADE MORE THAN 5 COLOR DIFFERENCE UNITS IN ACCORDANCE WITH ASTM D 2244.

12.7 MANUFACTURER/SUPPLIER

12.7.1 METAL ENCLOSURE SYSTEM MANUFACTURER/INSTALLER SHALL BE BUCK STEEL, INC., CAPITAL STEEL INDUSTRIES, LLC., METALBOX BUILDINGS, INC., OR EQUAL.

12.8 STRUCTURAL STEEL

12.8.1 MATERIALS

12.8.1.1 STRUCTURAL PLATE OR BAR STOCK: MINIMUM YIELD STRENGTH (FY) OF 50,000 PSI.

12.8.1.2 COLD FORMED STRUCTURAL STEEL: MINIMUM YIELD STRENGTH (FY) OF 50,000 PSI.

12.8.1.3 PRIMARY STRUCTURAL BOLTS AND NUTS: ZINC PLATED, ASTM A–325; SIZE AND QUANTITY REQUIRED BY METAL ENCLOSURE SYSTEM MANUFACTURER.

12.8.1.4 PRIME COAT PAINT: RED OXIDE PRIMER. ALL PRIMARY, ENDWALL, SECONDARY AND BRACING, STEEL COMPONENTS.

12.8.2 FABRICATION

12.8.2.1 PRIMARY FRAMING: RIGID FRAMES OF SHOP–WELDED STEEL PLATE COLUMNS AND RAFTERS, BOTH TAPERED AND UNIFORM DEPTH SECTIONS AS REQUIRED BY DRAWINGS, COMPLETE WITH ALL NECESSARY STIFFENERS, CONNECTION PLATES AND HOLES FOR FIELD–BOLTED ASSEMBLY.

12.8.2.1.1 COLUMNS AND RAFTERS: FABRICATED WITH HOLES IN WEB AND/OR FLANGES FOR ATTACHMENT OF SECONDARY MEMBERS.

12.8.2.1.2 SPLICE PLATES: FACTORY FABRICATED FOR PRECISION FOR ALL RAFTER–TO–RAFTER AND/OR COLUMN–TO–RAFTER CONNECTIONS, COMPLETE WITH CONNECTION BOLT HOLES.

12.8.2.1.3 BASE PLATES, CAP PLATES, SPLICE PLATES AND STIFFENERS: FABRICATE TO SIZES REQUIRED, COMPLETE WITH ALL HOLES FOR CONNECTION OF PRIMARY SECONDARY STRUCTURAL MEMBERS. FACTORY WELD INTO PLACE.

12.8.2.1.4 JOIN FLANGES AND WEBS OF STRUCTURAL MEMBERS FABRICATED OF PLATE OR BAR STOCK TOGETHER BY CONTINUOUS AUTOMATIC SUBMERGED ARC WELDING PROCESS WITH ALL WELDING PERFORMED UNDER THE SUPERVISION OF CERTIFIED WELDERS IN ACCORDANCE WITH STANDARD PRACTICES OF AWS D1.1.

12.8.2.1.5 MAKE ALL PRIMARY RIGID FRAME FIELD–BOLTED CONNECTIONS WITH A325 HIGH–STRENGTH BOLTS OF SIZE REQUIRED BY ENCLOSURE SYSTEM MANUFACTURER.

12.8.2.1.6 CLEAN ALL COMPONENTS OF OIL, DIRT, LOOSE SCALE, AND FOREIGN MATTERS. FACTORY PAINT WITH ONE (1) COAT OF MANUFACTURER'S STANDARD PRIMER.

12.8.3 ENDWALL FRAMING: PRECISION COLD–FORMED AND/OR SHOP–WELDED STEEL PLATE MEMBERS CONSISTING OF RAFTERS AND COLUMNS FABRICATED FOR FIELD–BOLTED ASSEMBLY.

12.8.3.1 COLUMNS, RAFTERS, SPLICE PLATES, CLIPS, ANGLES AND CHANNELS: FACTORY FABRICATE TO SIZE REQUIRED.

12.8.3.2 PLATE STOCK ENDWALL FRAMING MEMBERS: JOINT FLANGES AND WEBS BY CONTINUOUS AUTOMATIC SUBMERGED ARC WELDING PROCESS, UNDER THE SUPERVISION OF WELDERS CERTIFIED IN ACCORDANCE WITH STANDARD PRACTICES OF AWS D1.1.

12.8.3.3 CLEAN COMPONENTS OF OIL, DIRT, LOOSE SCALE AND FOREIGN MATTER AND APPLY ONE (1) COAT OF MANUFACTURER'S STANDARD PRIMER.

12.8.4 SECONDARY FRAMING, (PURLINS, GIRTS, STRUTS, FLANGE BRACES, BASE ANGLES, AS REQUIRED).

12.8.4.1 PURLINS: MANUFACTURER'S STANDARD 8.5" Z SECTIONS, ROLL FORMED FROM MINIMUM (FY) 50,000 PSI STEEL, PUNCHED FOR ATTACHMENT.

12.8.4.2 GIRTS: 8.5" Z OR CHANNEL SECTIONS OF ROLL FORMED MINIMUM FY 50,000 PSI STEEL, PUNCHED FOR ATTACHMENT WITH ½" DIAMETER BOLTS.

12.8.4.3 EAVE STRUTS: 8–1/2" X 3–1/4" SECTIONS OF COLD FORMED MINIMUM FY 55,000 PSI STEEL, WITH VERTICAL WEB TO RECEIVE SIDEWALL PANELS AND FOUR (4) ½" DIAMETER BOLT ATTACHMENTS TO RIGID FRAME IN FACTORY–PUNCHED HOLES IN COLUMN OR BRACKET.

12.8.4.4 ROOF STRUTS: PROVIDE AS REQUIRED, DETAILED AND SHOWN ON FINAL SHOP DRAWINGS, AS REQUIRED BY DESIGN ANALYSIS, WITH ATTACHED TO TOP FLANGE OR RIGID FRAME RAFTERS BY TWO (2) ½" MINIMUM SIZE DIAMETER BOLTS AT EACH END OF STRUT.

12.8.4.5 FLANGE BRACES: STEEL ANGLES ATTACHED TO PURLIN OR GIRT, TO STIFFEN RIGID FRAME FLANGES AS DICTATED BY DESIGN AND NOTED ON FINAL SHOP DRAWINGS.

12.8.4.6 CLEAN SECONDARY FRAMING COMPONENTS TO BE FREE FROM OIL,DIRT, LOOSE SCALE AND FOREIGN MATTER AND APPLY ONE (1)COAT OF MANUFACTURER'S STANDARD PRIMER.

12.9 ROOFING AND SIDING (WALL)

12.9.1 ROOFING AND SIDING PANELS

12.9.1.1 ROOF PANELS

12.9.1.1.1 DESCRIPTION: SCREW ATTACHED, 26 GA, GALVALUME SUBSTRATE, PBR (PURLIN BEARING RIB) ROOF PANELS.

12.9.1.1.2 COVERAGE WIDTH: 36–INCHES

12.9.1.1.3 FINISH: SIGNATURE 200

12.9.1.1.4 RIB SPACING: 12" ON CENTER

12.9.1.1.5 RIB HEIGHT: 1–1/4–INCH

12.9.1.2 WALL PANELS

12.9.1.2.1 DESCRIPTION: SCREW ATTACHED, 26 GA, PBR (PURLIN BEARING RIB) WALL PANELS.

12.9.1.2.2 COVERAGE WIDTH: 36–INCHES

12.9.1.2.3 FINISH: SIGNATURE 200

12.9.1.2.4 RIB SPACING: 12" ON CENTER

12.9.1.2.5 RIB HEIGHT: 1–1/4–INCH

12.9.1.3 PANEL (ROOF AND WALL) FINISH:

12.9.1.3.1 SIGNATURE 200 COATING. COLOR SELECTION BY OWNER.

12.9.2 TRIM PACKAGE

12.9.2.1 TRIM PACKAGE SHALL INCLUDE: CORNER TRIM, EAVE TRIM, AND SCULPTURED RAKE TRIM.

12.9.2.2 MATERIAL: 26 GAUGE METAL.

12.9.2.3 FINISH: SIGNATURE 200. COLOR SELECTION BY OWNER.

12.9.3 FASTENERS

12.9.3.1 WALL PANELS: MANUFACTURER'S STANDARD LONG–LIFE COATED #12 X 1– 1/4" SELF–DRILLING CARBON STEEL SCREWS. ALL EXPOSED FASTENER HEADS WILL BE FACTORY COLORED TO MATCH COLOR OF PANELS.

12.9.3.2 ROOF PANELS: MANUFACTURER'S STANDARD #12–14 X 1–1/4" SELF–DRILLING SCREWS, LONG–LIFE COATED, UNPAINTED OR PAINTED WITH SEALING WASHER, OR #12–14 X 1–1/4" CARBON STEEL SELF–DRILLING SCREWS, WITH STAINLESS STEEL CAP OR ZINC/ALUMINUM ALLOY HEAD AND SEALING WASHER. ALL EXPOSED FASTENER HEADS WILL BE FACTORY COLORED TO MATCH COLOR OF PANELS.

12.9.3.3 TRIM FASTENERS: MANUFACTURER'S STANDARD.

12.9.4 ROOF PANEL SEALANT: APPROVED TYPE, NON–SHRINKING, NONDRYING BUTYL–BASED SEALANT, SPECIFICALLY FORMULATED FOR ROOF APPLICATION AT TEMPERATURES FROM 20 DEGREES F TO 120 DEGREES F.

12.10 WIND BRACING

12.10.1 COMMERCIAL GRADE STEEL ROD BRACING LOCATED AS DETERMINED BY MANUFACTURER ON THE FINAL SHOP DRAWINGS.

12.10.1.1 STEEL ROD BRACING: PROVIDE COMPLETE WITH NECESSARY SLOPE WASHERS AND ADJUSTING NUTS AT EACH END.

12.10.1.2 CLEAN COMPONENTS FREE OF OIL, DIRT, LOOSE SCALE AND FOREIGN MATTER.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

SPECIFICATIONS (SHEET 3)

DWG NO. 08 OF 24 | SHEET G-08 | PROJ. NO. 400-083.01 | DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-05-MULTI.dwg; Plotted @: 4/27/2021 8:43:05 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET

## SPECIFICATIONS (CONTINUED)

12.0 METAL BUILDING SYSTEMS (CONTINUED)

12.11 ACCESSORIES

12.11.1 ANCHOR BOLTS SHALL BE 316 SST. ALL FRAME TO CONCRETE FOUNDATION ANCHOR BOLTS SHALL BE SIZED BY METAL ENCLOSURE SYSTEM MANUFACTURER.

12.11.2 ANCHOR BOLTS SHALL BE FURNISHED AND INSTALLED BY CONTRACTOR.

12.12 CONCRETE FOUNDATION(S)

12.12.1 4000 PSI STRUCTURAL CONCRETE MIX DESIGN PER SPECIFICATIONS.

12.12.2 REINFORCING STEEL AND CONCRETE ACCESSORIES SHALL BE AS SPECIFIED.

12.13 ERECTION

12.13.1 GENERAL

12.13.1.1 ERECTION SHALL BE ACCOMPLISHED BY A TRAINED, COMPETENT ERECTOR HAVING 5 YEARS MINIMUM EXPERIENCE IN ERECTING METAL ENCLOSURES.

12.13.1.2 INSTALL ALL METAL ENCLOSURE SYSTEM COMPONENTS IN STRICT COMPLIANCE WITH MANUFACTURER'S INSTRUCTIONS SHOWN ON FINAL SHOP DRAWINGS.

12.13.1.3 HANDLE AND STORE ALL MATERIALS TO AVOID DAMAGE AND REPLACE ANY DAMAGED MATERIALS.

12.13.1.4 ERECTOR SHALL OBSERVE AND FOLLOW RECOMMENDATIONS OF THE METAL ENCLOSURE MANUFACTURERS ASSOCIATION (MBMA) PRACTICE AND PROCEDURES WHERE APPLICABLE.

12.13.2 STRUCTURAL FRAMES

12.13.2.1 ERECT TRUE TO LINE, LEVEL AND PLUMB, BRACE AND SECURE WITH TEMPORARY BRACING IN ALL DIRECTIONS AS REQUIRED.

12.13.2.2 LEVEL BASE PLATES AND SECURE TO ANCHOR BOLTS TO LEVEL PLANE WITH FULL BEARING TO FOUNDATION SUPPORTING STRUCTURES.

12.13.3 BRACING

12.13.3.1 INSTALL ALL PERMANENT DIAGONAL ROD OR ANGLE BRACING IN ROOF AND SIDEWALLS AS APPROVED BY MANUFACTURER.

12.13.3.2 PROPERLY TIGHTEN RODS TO AVOID EXCESSIVE SAG.

12.13.4 ROOFING AND SIDING PANELS

12.13.4.1 GENERAL

12.13.4.1.1 INSTALL ROOF AND CANOPY PANELS IN SUCH A MANNER TO PERMIT DRAINAGE TO EAVES OF ENCLOSURE WITH PANEL ENDS SQUARE TO EAVE.

12.13.4.1.2 INSTALL WALL PANELS WITH VERTICAL EDGES PLUMB.

12.13.4.1.3 ARRANGE AND NEST SIDELAP JOINTS AWAY FROM PREVAILING WINDS WHEN POSSIBLE.

12.13.4.1.4 APPLY PANELS AND ASSOCIATED ITEMS FOR NEAT AND WEATHERTIGHT ENCLOSURE.

12.13.4.1.5 PROTECT FACTORY FINISHES FROM MECHANICAL DAMAGE OR ABRASIONS.

12.13.4.1.6 INSTALL APPROVED TYPE CLOSURES TO EXCLUDE WEATHER.

12.13.4.1.7 INSTALL WEATHER SEAL UNDER RIDGE CAP. FLASH AND SEAL ROOF PANELS AT EAVE, CABLE AND PERIMETER OF ALL OPENINGS THROUGH ROOF AND ELSEWHERE AS REQUIRED OR SHOWN ON DRAWINGS.

12.13.4.1.8 FLASH AND/OR SEAL WALL AND LINER PANELS AT PERIMETER OF ALL OPENINGS, UNDER EAVES AND GABLE TRIMS, ALONG LOWER PANEL EDGES, AND ELSEWHERE AS REQUIRED OR SHOWN ON DRAWINGS, AS APPLICABLE.

12.13.4.1.9 REMOVE ALL FASTENER OR CUTTING SHAVINGS FROM ROOF AND WALL AS ERECTION IS COMPLETED.

12.13.4.2 WALL PANELS

12.13.4.2.1 INSTALL WALL PANELS ON EXTERIOR SIDE OF METAL FRAMING WITH LINER PANELS INSTALLED ON ENCLOSURE INTERIOR IN LOCATIONS SHOWN ON DRAWINGS.

12.13.4.2.2 ALIGN BOTTOMS OF PANELS TO PROPER COVERAGE AND FASTEN WITH MANUFACTURER'S RECOMMENDED AND SUPPLIED FASTENERS.

12.13.4.2.3 CUT AND FASTEN FLASHING AND TRIMS WITH APPROVED TYPE FASTENERS.

12.13.4.2.4 INSTALL ALL FASTENERS WITH POWER TOOL HAVING ADEQUATE TORQUE AND PROPER R.P.M. ADJUSTED TO SEAT FASTENER WITHOUT DAMAGE TO HEADS, WASHERS OR PANELS.

12.13.4.2.5 INSTALL PANEL SIDELAP AWAY FROM PREVAILING WIND OR VIEW DIRECTION WHEN POSSIBLE, MAINTAINING PROPER LAP WITHOUT FASTENER DIMPLING OR EXCESSIVE OVERLAP.

12.14 PAINTING

12.14.1 TOUCH-UP ALL ABRASIONS, SCRATCHES, FIELD WELDS OR OTHER DAMAGES IN SHOP-PRIMED OR FACTORY-FINISHED PAINTED SURFACES CONSISTENT WITH SHOP PRIMER OR FACTORY-FINISHED PAINTING.

12.15 TOLERANCES

12.15.1 ALL FRAMING MEMBERS SHALL BE ERECTED PLUMB, LEVEL OR ALIGNED NOT TO EXCEED A DEVIATION 1:300.

13.0 CHAIN LINK FENCES AND GATES

13.1 COMPONENTS

13.1.1 FABRIC: CHAIN LINK FENCE SHALL BE WOVEN NO. 6 GAUGE WIRE IN 2-INCH DIAMOND MESH PATTERN, SELVAGES TWISTED AND BARBED, VINYL-COATED AFTER WEAVING. KNUCKEL TOP AND BOTTOM OF FABRIC.

13.1.2 LINE POSTS: FOR FENCES UP TO 8 FEET HIGH, USE 2-1/2-INCH OUTSIDE DIAMETER, ASTM A 120, LATEST REVISION, SCHEDULE 40 STEEL PIPE, WEIGHT 3.65 POUNDS PER LINEAR FOOT. FOR FENCES OVER 8 FEET HIGH, FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR SIZES.

13.1.3 END, CORNER, ANGLE AND PULL POSTS: FOR END, CORNER, ANGLE AND PULL POSTS, USE 2.875-INCH OUTSIDE DIAMETER STANDARD WEIGHT STEEL PIPE, WEIGHT 5.79 POUNDS PER LINEAR FOOT.

13.1.4 GATE POSTS: FOR SINGLE AND DOUBLE GATES 3 FEET WIDE TO 13 FEET WIDE, 4-INCH OUTSIDE DIAMETER, 9.1 POUNDS PER FOOT.

13.1.5 POST TOPS: POST TOPS SHALL BE PRESSED STEEL, OR MALLEABLE IRON DESIGNED AS A WEATHERTIGHT CLOSURE CAP FOR TUBULAR POSTS. PROVIDE ONE CAP FOR EACH POST, UNLESS EQUAL PROTECTION IS AFFORDED BY COMBINATION POST TOP CAP AND BARBED WIRE SUPPORTING ARM WHERE BARBED WIRE IS REQUIRED. WHERE TOP RAIL IS USED, PROVIDE TOPS TO PERMIT PASSAGE OF TOP RAIL.

13.1.6 BOTTOM RAIL: 1-5/8-INCH OUTSIDE DIAMETER, WEIGHT 2.27 POUNDS PER LINEAR FOOT. COUPLINGS TO BE OUTSIDE-SLEEVE TYPE AND AT LEAST 6 INCHES LONG. BOTTOM RAIL TO EXTEND BETWEEN LINE POSTS TO FORM CONTINUOUS RAIL FROM END-TO-END OF EACH STRETCH OF FENCE.

13.1.7 TOP RAIL: 1-5/8-INCH OUTSIDE DIAMETER, WEIGHT 2.27 POUNDS PER LINEAR FOOT.COUPLINGS TO BE OUTSIDE-SLEEVE TYPE AND AT LEAST 6 INCHES LONG. TOP RAIL TO EXTEND THROUGH BOTTOM OF LINE POST TO FORM CONTINUOUS BRACE FROM END-TO-END OF EACH STRETCH OF FENCE.

13.1.8 BRACES: HORIZONTAL BRACE RAIL SHALL BE OF THE SAME MATERIAL AS THE TOP RAIL AND SHALL BE INSTALLED MIDWAY BETWEEN THE TOP RAIL AND FENCE BOTTOM. BRACES SHALL BE SECURELY FASTENED TO THE POSTS BY HEAVY-PRESSED STEEL AND MALLEABLE FITTINGS, THEN SECURELY TRUSSED FROM LINE POST TO BASE OF TERMINAL POST WITH A 3/8-INCH TRUSS ROD AND TIGHTENER.

BRACES SHALL ALSO BE PROVIDED BETWEEN ALL LINE POSTS.

13.1.9 FITTINGS: MALLEABLE STEEL, CAST IRON, OR PRESSED STEEL, GALVANIZED TO MEET THE REQUIREMENTS OF ASTM A 153, LATEST REVISION. FITTINGS TO INCLUDE 45-DEGREE DOUBLE EXTENSION ARMS FOR BARBED WIRE, STRETCHER BARS AND CLAMPS, CLIPS, TENSION RODS, BRACE RODS, HARDWARE, FABRIC BANDS AND FASTENINGS, AND ALL ACCESSORIES. PROVIDE 45-DEGREE BRACKET TYPE SUPPORTS TO EACH POST TO ACCOMMODATE THREE STRANDS OF BARBED WIRE EACH, IF REQUIRED.

13.1.10 BARBED WIRE: FOUR-POINT PATTERN WITH TWO STRANDS OF NO. 12-1/2-GAUGE WIRE, AND 1-INCH BARBS 5 INCHES APART. ZINC-COATED BARBED WIRE SHALL MEET REQUIREMENTS OF ASTM A 121, LATEST REVISION, CLASS 3; ALUMI- NUM-COATED BARBED WIRE SHALL MEET THE REQUIREMENTS OF ASTM A 585, LATEST REVISION.

13.1.11 TENSION BAR BANDS: BAR BANDS SHALL BE HEAVY-PRESSED STEEL, SPACED NOT OVER 15 INCHES ON CENTER TO SECURE TENSION BARS TO TUBULAR END, CORNER, PULL AND GATE POSTS.

13.1.12 TENSION BARS: TENSION BARS SHALL BE ONE-PIECE LENGTHS EQUAL TO FULL HEIGHT OF FABRIC WITH A MINIMUM CROSS-SECTION OF 3/16-INCH BY 3/4-INCH. PROVIDE ONE TENSION BAR FOR EACH GATE AND END POST AND TWO FOR EACH CORNER AND PULL POST.

13.2 GATES

13.2.1 GATES SHALL BE SWING TYPE AS INDICATED ON THE DRAWINGS, COMPLETE WITH LATCHES, STOPS, KEEPERS AND HINGES.

13.2.2 GATE FRAMES SHALL BE CONSTRUCTED OF TUBULAR MEMBERS WELDED AT ALL CORNERS OR ASSEMBLED WITH FITTINGS. ON STEEL, WELDS SHALL BE PAINTED WITH ZINC-BASED PAINT. WHERE CORNER FITTINGS ARE USED, GATES SHALL HAVE TRUSS RODS OF 5/16-INCH MINIMUM NOMINAL DIAMETER TO PREVENT SAG OR TWIST. GATE LEAVES SHALL HAVE VERTICAL INTERME- DIATE BRACING AS REQUIRED, SPACED SO THAT NO MEMBERS ARE MORE THAN 8 FEET APART. GATE LEAVES 10 FEET OR OVER SHALL HAVE A HORIZONTAL BRACE OR ONE 5/16-INCH MINIMUM DIAGONAL TRUSS ROD. WHEN FENCE HAS BARBED WIRE TOP, THE END MEMBERS OF THE GATE FRAMES SHALL BE EXTENDED ONE FOOT ABOVE THE TOP HORIZONTAL MEMBER TO WHICH THREE STRANDS OF BARBED WIRE, UNIFORMLY SPACED, SHALL BE ATTACHED BY USE OF BANDS, CLIPS OR HOOK BOLTS.

13.2.3 FABRICATEFRAMES OF STANDARD WEIGHT PIPE 1.90-INCH OUTSIDE DIAMETER, WEIGHT 2.72 POUNDS PER LINEAR FOOT.

13.2.4 GATE FABRIC SHALL BE THE SAME TYPE AS USED IN THE FENCE CONSTRUCTION. THE FABRIC SHALL BE ATTACHED SECURELY TO THE GATE FRAME AT INTERVALS NOT EXCEEDING 15 INCHES.

13.2.5 GATE HINGES SHALL BE OF ADEQUATE STRENGTH FOR GATE AND WITH LARGE BEARING SURFACES FOR CLAMPING IN POSITION. THE HINGES SHALL NOT TWIST OR TURN UNDER THE ACTION OF THE GATE. THE GATES SHALL BE CAPABLE OF BEING OPENED AND CLOSED EASILY BY ONE PERSON.

13.2.6 GATE LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES. LATCHES SHALL HAVE A PLUNGER-BAR ARRANGED TO ENGAGE THE CENTER STOP, EXCEPT THAT FOR SINGLE GATES OF OPENINGS LESS THAN 10 FEET WIDE, A FORKED LATCH MAY BE PROVIDED. LATCHES SHALL BE ARRANGED FOR LOCKING WITH PADLOCKS. CENTER STOPS SHALL CONSIST OF A DEVICE ARRANGED TO BE SET IN CONCRETE AND TO ENGAGE A PLUNGER-BAR OF THE LATCH OF DOUBLE GATES. NO STOP IS REQUIRED FOR SINGLE GATES. KEEPERS SHALL CONSIST OF A MECHANICAL DEVICE FOR SECURING THE FREE END OF THE GATE WHEN IN THE FULL OPEN POSITION.

13.2.7 DOUBLE GATES: SIZE AND CONFIGURATION SHALL BE AS INDICATED. PROVIDE GATE STOPS FOR ALL DOUBLE GATES, CONSISTING OF MUSHROOM TYPE OR FLUSH PLATE WITH ANCHORS. SET IN CONCRETE TO ENGAGE THE CENTER DROP ROD OR PLUNGER BAR. PROVIDE LOCKING DEVICE AND PADLOCK EYES AS AN INTEGRAL PART OF THE LATCH, REQUIRING ONE PADLOCK FOR LOCKING BOTH GATE LEAVES.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
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APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

SPECIFICATIONS (SHEET 4)

DWG NO. 09 OF 24
SHEET G-09
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-05-MULTI.dwg; Plotted @: 4/27/2021 8:43:06 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET

NE should be notified in writing by the client of any changes in the proposed construction along with a request to amend our foundation analysis and/or recommendations within this report as appropriate.

## GENERAL SUBSURFACE CONDITIONS

**Soil Survey Maps**

As part of the geotechnical exploration, we have reviewed available Soil Conservation Service (SCS) survey maps for Palm Beach County. These SCS maps provide qualitative information about potential general shallow soil conditions in the project vicinity. This information was derived from approximately 6 ft. deep manual auger borings, aerial photo and surface feature interpretation at some point in the past (mid 1980's to early 1970's). The SCS data may or may not reflect actual current site conditions. A review of the Soil Survey for Palm Beach County revealed that at the time the survey was conducted, the soils at the site were described as Immokalee fine sand. This series can be described as nearly level, poorly drained sandy soils in broad, flatwoods in the eastern part of the survey area. These soils were naturally formed in deep sandy marine sediment. We note that the maximum depth of the survey is six feet.

**Subsurface Exploration**

NUTTING ENGINEERS OF FLORIDA, INC. performed two Standard Penetration Test (SPT) borings (ASTM D-1586) to depths of twenty feet below land surface. The locations of the test borings are indicated on the boring location plan presented in the Appendix of this report. The boring locations were identified in the field using approximate methods; namely, a measuring wheel and available surface controls. As such the soil boring locations should be considered to be approximate.

We note that due to the potential for underground utilities at the test boring locations, the upper four feet of the soil profile was manually cleared. Because of this, the relative density of the upper four feet was not obtained.

**Test Boring Results**

In general, the soil boring locations recorded a surficial 6-inch concrete pavement section, underlain by medium dense light brown to gray sand to a depth of seven and a half to eight feet. Below the upper sands, medium dense to dense dark brown sand (hardpan like) was encountered to a depth of ten feet, underlain by medium dense light reddish brown sand to a depth of twenty feet, the maximum depth explored. Please see the enclosed soil classification sheet in the Appendix of this report for additional important information regarding these descriptions, the field evaluation and other related information.

Note: Substantially different subsurface conditions may exist at other areas of the site. Buried debris may or may not be identified or adequately delineated by soil borings. Test pit excavation can provide more insight into such conditions and rock lithology if present. Such conditions may be revealed during site development activities (e.g. proof rolling, utility & foundation excavation activities) or other related activities. Should additional assurance be desired by the client, further subsurface investigation could be performed.

**Groundwater Information**

The immediate groundwater level was measured at the boring locations at the time of drilling. The groundwater level was encountered at an approximate depth of nine and a half to ten feet below the existing ground surface at the time of drilling.

The immediate depth to groundwater measurements presented in this report will not provide a reliable indication of stabilized or more long term depth to groundwater at this site. Water table elevations can vary dramatically with time through rainfall, droughts, storm events, flood control activities, nearby surface water bodies, tidal activity, pumping and many other factors. For these reasons, this immediate depth to water data **should not** be relied upon alone for project design considerations.

## ANALYSIS AND RECOMMENDATIONS

**Shallow Foundation Option**

The borings performed for this project suggest that the site may be prepared using conventional site preparation and compaction techniques as described herein. Once the site has been prepared in accordance with our site preparation recommendations presented in this report, the proposed storage building may be supported on a shallow foundation system using an allowable soil bearing pressure of 2,500 pounds per square foot. Once plans are finalized for the proposed construction, a copy should be provided to Nutting Engineers for review to determine whether additional details or changes to our recommendations are warranted. All work should be completed in accordance with applicable building codes, other regulations as appropriate, and good standard local practice.

We recommend a minimum width of 12 inches for continuous footings and 24 inches for individual footings, even though the soil bearing pressure may not be fully developed in all cases. We recommend that the bottom of footings be at least 12 inches below the lowest adjacent finished grade (existing concrete slab grades).

**Settlement Analysis**

We performed a settlement evaluation based upon a hypothetical improved soil profile following completion of the compaction operations using a moderately sized vibratory compactor for the construction. This method should improve the soils to provide an allowable bearing capacity of 2,500 pounds per square foot.

It was estimated that upon proper completion, long-term total settlements should be on the order of less than approximately one inch. Differential settlements should be approximately one-half of the total settlement. Distortions that occur along wall footings should not be more than 1 in 500. Most of this settlement should occur upon the application of the dead load during construction.

We note that in order to maintain the calculated settlement throughout the life of the structure it would be necessary to grade the site such that stormwater is directed away from the foundations. Any ponding nearby/adjacent to walls and foundations should be avoided.

**Site Preparation**

The surficial organic soils, debris from the clearing operations, and any unsuitable soils as determined by the Geotechnical Engineer will need to be completely removed within the construction area and to a lateral distance of at least 5 feet beyond the footprint limits. A Nutting Engineer's representative should be present to observe that the stripping operations are performed as we have discussed herein.

Following site and building pad construction as discussed above, the foundation areas should be excavated and the footings formed.

The bottom of foundation excavations should be compacted after excavation to develop a minimum density requirement of 98 percent of the maximum modified Proctor dry density, for a minimum depth of one (1) foot below the bottom of the footing depth, as determined by field density compaction tests.

We note that if any structural fill is needed to bring the site to construction grade, the fill shall then be placed in lifts not exceeding 12 inches in loose thickness. Each lift should be thoroughly compacted until densities equivalent to at least 98 percent of the modified Proctor maximum dry density are uniformly obtained. Fill should consist of granular soil, with less than 10% passing the No. 200 sieve, free of rubble, organics (5% or less) clay, debris and other unsuitable material.

The fill should have ASTM designation (D-2487) of GP, GW, SP, or SW, with a maximum particle size of no more than 3 inches or as otherwise approved by Nutting Engineers.

**Deep Foundation Option**

We understand that based on ease of construction for the new foundations, it may be preferred to support the storage structure upon a deep foundation system. Discussions with you indicate that augercast piles or helical piers may be optioned based on cost benefit of either system. Based on this we have included recommendations of either type of system below.

**Augercast Piles:** Augercast piles may be the best alternative for the proposed building, if site access with piling equipment is possible. This type of pile can support large structural loads, and as such, fewer piles will need to be installed compared to the other alternative. Based on our experience with similar projects in this area, we estimate that maximum pile compression capacities will be on the order of 12 tons or less with tension capacities on the order of 7 tons or less.

Therefore, the following analysis is based on a maximum allowable compressive capacity of 12 tons and an allowable tension capacity of 7 tons. The Florida Building Code states that piles designed for greater than 40 tons have to be load tested to verify their capacity. Therefore, a full-scale load test will not be needed for this project.

The results of our pile capacity analysis indicate that a 14-inch diameter augercast pile installed to depths of approximately fifteen feet below the existing ground surface should provide an allowable compressive capacity of 12 tons and an allowable tension capacity of 7 tons. The actual depths should be expected to vary depending on the drilling conditions encountered during installation of these piles.

If capacities other than what is listed above is needed, we should be notified so that we may provide the capacity analysis based on the revised loading information.

We recommend that two production test piles be installed on the first day's production. Based on the drilling conditions during the installation of the test piles, final criteria for the remainder of the production piles will be provided. The installation of all piles should be under the full time observation of a representative of the Geotechnical Engineer.

We recommend that at a minimum, one full length #6 reinforcing steel bar utilizing centralizers be installed in each pile in order to verify that a pile of continuous cross section is constructed. The pile grout should also have a designed compressive strength of no less than 3,000 psi. Additional reinforcing may be required depending on the structural engineers' requirements.

Due to the limited accessibility for the addition area, augercast piles may not be feasible. Therefore, we have provided analysis for the utilization of helical piers that may also be used for the proposed construction.

**Pier Product Requirement:** Only engineered helical pier products (i.e. Chance Systems, MacClean Dixie, or others approved by the undersigned engineer) can be used for the construction. Signed and sealed product specification sheets must be provided verifying the material and construction conformance. Engineered calculations must also be provided detailing the pier size and configuration to meet the construction conditions. **Piers brought onsite must match the specification sheets.** All calibration/torque conversion paperwork must be up to date (calibrated within one year from installation date) and match the equipment brought on site.



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

GEOTECHNICAL REPORT

DWG NO. 10 OF 24
SHEET G-10
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_G-10-MULTI.dwg; Plotted @: 4/27/2021 8:43:17 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

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**Helical Piers**: Helical Piers consist of a galvanized solid or hollow steel shaft/pipe with an eight-inch (can be variable) plate on the bottom, called a helix. The shaft/pipe and helix are hydraulically augured into the ground with a measured amount of torque. The torque used to install the helix can be converted to the amount of weight that the pier can hold.

Helical piers can provide an allowable compressive capacity of up to 12 tons when installed to competent material. The actual capacity needed for the project should be determined by the project structural engineer but cannot exceed 12 tons.

Based on the test borings performed, helical piers may achieve capacity (torque within the hardpan zone of soils) at depths of about eight to ten feet; however, due to thin and variable density of the hardpan soils, the piers may extend well beyond this depth if variable soil conditions are encountered. Because of this the pier contractor should prepare appropriately for the project.

**HELICAL PIER CAPACITY TABLE**

| Estimated Depth* when Torque is Met (Ft) | All. Compr. Capacity (Tons) | All. Tension Capacity (Tons) | Minimum Pipe diameter/square shaft size (inches) |
|---|---|---|---|
| 8 - 10 | 12 | 4 | 2.875"-pipe/ 1.5"-square |

*Depth is an estimate based on soil conditions and may vary during construction. The piers must be installed to whatever depth is needed to achieve the required capacity for the project.

This type of pile is generally used where accessibility is limited, and in small addition areas, where only a few piles are needed. The shaft size and number of helices are variable and are designed to meet the needs of each individual project, therefore, the structural loads, and preliminary layout will need to be accomplished prior to determining the helical pier configuration.

The installation of the pile system should be monitored by a representative of Nutting Engineers on a full-time basis to verify that the engineering intent is accomplished.

**GENERAL INFORMATION**

Our client for this geotechnical evaluation was:

Mr. Doug Hammann, P.E.
Eckler Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, Florida 33067

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Nutting Engineers of Florida, Inc. | Established 1967 | Your Project is Our Commitment
1310 Neptune Drive
Boynton Beach, Fl. 33426
Telephone: 5617364900
Fax: 5617379975

## BORING NUMBER B-1

PAGE 1 OF 1

PROJECT NUMBER 7899.61
CLIENT Eckler Engineering, Inc. PROJECT NAME Utility Service Building (Pipe/Material Storage)
PROJECT LOCATION 2400 Kirk Road, Palm Springs, Florida

DATE STARTED 2/24/20 COMPLETED 2/24/20 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY T. Lovett CHECKED BY C. Gonzalez ▽ AT TIME OF DRILLING 11.5 ft
APPROXIMATE LOCATION OF BORING As located on site plan

| DEPTH (ft) | GRAPHIC LOG | MATERIAL DESCRIPTION | SAMPLE TYPE NUMBER | Blows | N-Value | ▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80 |
|---|---|---|---|---|---|---|
| 0 | | CONCRETE 6" | | | | |
| | | Gray to brown fine SAND | AU 1 | | | |
| | | | AU 2 | | | |
| 5 | | Lt. gray fine SAND | SS 3 | 8-9-9-9 | 18 | |
| | | | SS 4 | 5-7-10-11 | 17 | |
| | | Dk. brown fine SAND | SS 5 | 17-22-14-15 | 36 | |
| 10 | | Lt. reddish brown fine SAND | SS 6 | 2-3-4-8 | 7 | |
| | | | SS 7 | 4-4-6-9 | 10 | |
| 15 | | | | | | |
| | | | SS 8 | 5-7-8-11 | 15 | |
| 20 | | Bottom of hole at 20.0 feet. | | | | |

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

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Boynton Beach, Fl. 33426
Telephone: 5617364900
Fax: 5617379975

## BORING NUMBER B-2

PAGE 1 OF 1

PROJECT NUMBER 7899.61
CLIENT Eckler Engineering, Inc. PROJECT NAME Utility Service Building (Pipe/Material Storage)
PROJECT LOCATION 2400 Kirk Road, Palm Springs, Florida

DATE STARTED 2/24/20 COMPLETED 2/24/20 SURFACE ELEVATION REFERENCE Approx. @ Road Crown
DRILLING METHOD Standard Penetration Boring GROUND WATER LEVELS:
LOGGED BY T. Lovett CHECKED BY C. Gonzalez ▽ AT TIME OF DRILLING 9.6 ft
APPROXIMATE LOCATION OF BORING As located on site plan

| DEPTH (ft) | GRAPHIC LOG | MATERIAL DESCRIPTION | SAMPLE TYPE NUMBER | Blows | N-Value | ▲ SPT N VALUE ▲ 10 20 30 40 / PL MC LL 20 40 60 80 / ☐ FINES CONTENT (%) ☐ 20 40 60 80 |
|---|---|---|---|---|---|---|
| 0 | | CONCRETE 6" | | | | |
| | | Brown fine SAND | AU 1 | | | |
| | | Lt. brown fine SAND | AU 2 | | | |
| 5 | | | SS 3 | 18-19-22-14 | 41 | |
| | | | SS 4 | 8-8-11-32 | 19 | |
| | | Dk. brown fine SAND | SS 5 | 39-38-11-15 | 49 | |
| 10 | | Lt. reddish brown fine SAND | SS 6 | 10-8-6-6 | 14 | |
| | | | SS 7 | 4-5-5-10 | 10 | |
| 15 | | | | | | |
| | | | SS 8 | 5-7-8-11 | 15 | |
| 20 | | Bottom of hole at 20.0 feet. | | | | |

Disclaimer Nutting Engineers of Florida, Inc. accepts no liability for the consequences of the independent interpretation of drilling logs by others.

TEST NUTTING BOREHOLE 1-7899.61 ECKLER ENGINEERING - PALM SPRINGS UTILITY SERVICE BUILDING 2400 KIRK ROAD.GPJ GINT US.GDT 2/26/20

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

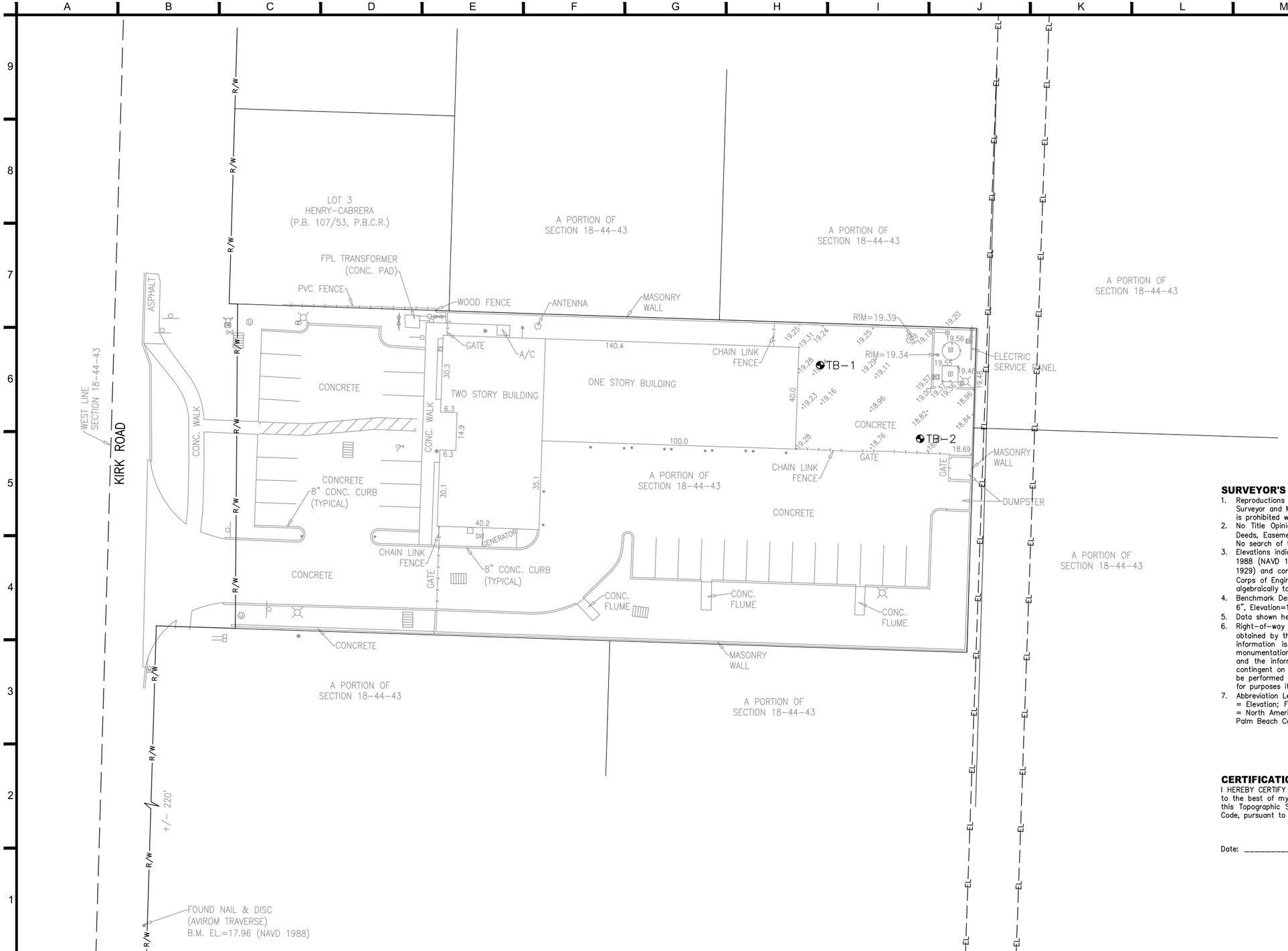
400-083.01 2021B-008

GEOTECHNICAL REPORT

DWG NO. 11 OF 24 | SHEET G-11 | PROJ. NO. 400-083.01 | DATE APRIL 01, 2021

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**LEGEND**

- BACK FLOW PREVENTOR VALVE
- BENCHMARK
- BOLLARD (UNLESS NOTED)
- CABLE TELEVISION RISER
- CATCH BASIN
- CLEAN OUT
- ELECTRIC METER
- ELECTRIC SERVICE BOX
- + 0.00 EXISTING ELEVATION
- FIRE HYDRANT
- GAS METER
- HANDICAP PARKING
- LIGHT POLE
- MW MONITORING WELL
- SANITARY MANHOLE
- SEWER VALVE
- SIGN (UNLESS NOTED)
- UNKNOWN MANHOLE
- UNKNOWN VALVE
- VAULT
- WATER METER
- YARD DRAIN

NORTH

0 20 40
GRAPHIC SCALE IN FEET
SCALE: 1" = 20'

## SURVEYOR'S REPORT:

1. Reproductions of this Sketch are not valid without the signature and the original seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to this survey map or report by other than the signing party is prohibited without written consent of the signing party.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. Elevations indicated hereon are in feet and decimals referenced to the North American Vertical Datum of 1988 (NAVD 1988). Elevations were obtained using the National Geodetic Vertical Datum of 1929 (NGVD 1929) and converted to the North American Vertical Datum of 1988 (NAVD 1988) utilizing the U.S. Army Corps of Engineers Program Corpscon for Windows, Version 6.0.1. The model value of (–) 1.50 was added algebraically to the NGVD 1929 height.
4. Benchmark Description Palm Beach County Engineering Department Benchmark brass disks, stamped "KIRK 6", Elevation=16.826 feet (NGVD 1929), Elevation = 15.326 (NAVD 1988).
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a Boundary Survey.
6. Right–of–way lines and lot lines are graphically delineated from information provided by the client and/or obtained by this firm from recorded plats and/ or right–of–way maps, at the time of the survey. This information is spatially placed within the digital file of the topographic survey, based on recovered monumentation to depict the lines relative to the topographic locations. This is not a boundary survey and the information should not be relied as such. It is strongly recommended that if the design is contingent on accurate boundary placement and especially prior to construction, a boundary survey should be performed to establish the lines. We will not be responsible for the misuse of the topographic survey for purposes it was not intended.
7. Abbreviation Legend: A/C = Air Conditioner; ASPH. = Asphalt; B.M. = Benchmark; CONC. = Concrete; EL. = Elevation; F.B. = Field Book; F.P.L. = Florida Power & Light Company; L.B. = Licensed Business; NAVD = North American Vertical Datum; NGVD = National Geodetic Vertical Datum; P.B. = Plat Book; P.B.C.R. = Palm Beach County Records; PG. = Page; P.L.S. = Professional Land Surveyor.

## CERTIFICATION:

I HEREBY CERTIFY that the attached Topographic Survey of the hereon described property is true and correct to the best of my knowledge and belief as surveyed in the field under my direction. I FURTHER CERTIFY that this Topographic Survey meets the Standards of Practice set forth in Chapter 5J–17, Florida Administrative Code, pursuant to Chapter 472, Florida Statutes.

Date: _____

_____
JOHN T. DOOGAN, P.L.S.
Florida Registration No. 4409
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

PREPARED BY:
AVIROM & ASSOCIATES, INC.
80 S.W. 2nd AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
(561) 392-2594

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: | DR: | CHK: | APVD:

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

# VILLAGE OF PALM SPRINGS

KIRK ROAD PIPE AND MATERIAL
STORAGE BUILDING

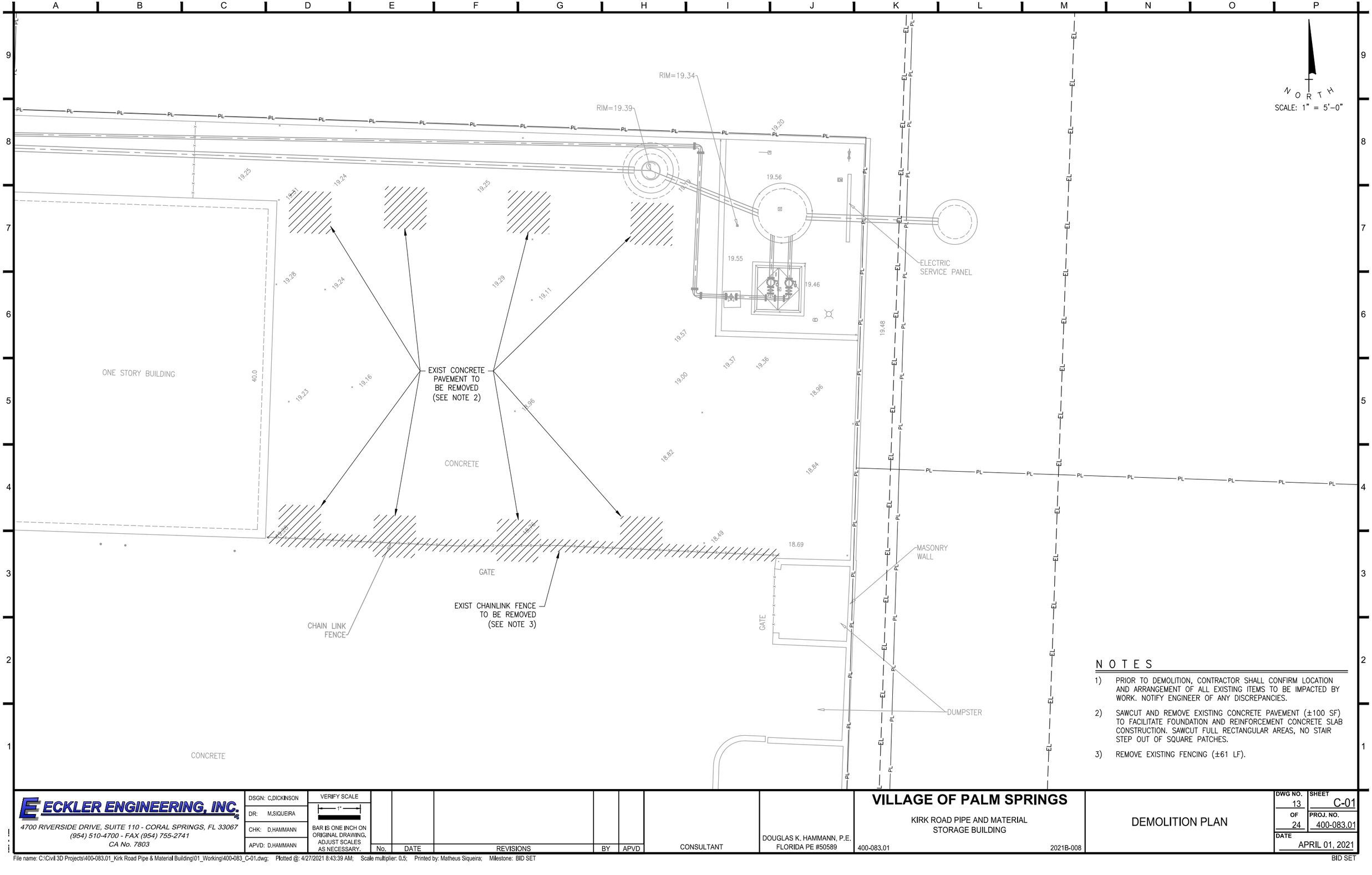
400-083.01 2021B-008

TOPOGRAPHIC SURVEY AND
SOIL BORING LOCATIONS

DWG NO. 12 OF 24 | SHEET SUR-1 | PROJ. NO. 400-083.01 | DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_SUR-01.dwg; Plotted @: 4/27/2021 8:43:29 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET




## NOTES

1) PRIOR TO DEMOLITION, CONTRACTOR SHALL CONFIRM LOCATION AND ARRANGEMENT OF ALL EXISTING ITEMS TO BE IMPACTED BY WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES.
2) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT (±100 SF) TO FACILITATE FOUNDATION AND REINFORCEMENT CONCRETE SLAB CONSTRUCTION. SAWCUT FULL RECTANGULAR AREAS, NO STAIR STEP OUT OF SQUARE PATCHES.
3) REMOVE EXISTING FENCING (±61 LF).

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: D.HAMMANN

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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

# VILLAGE OF PALM SPRINGS

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

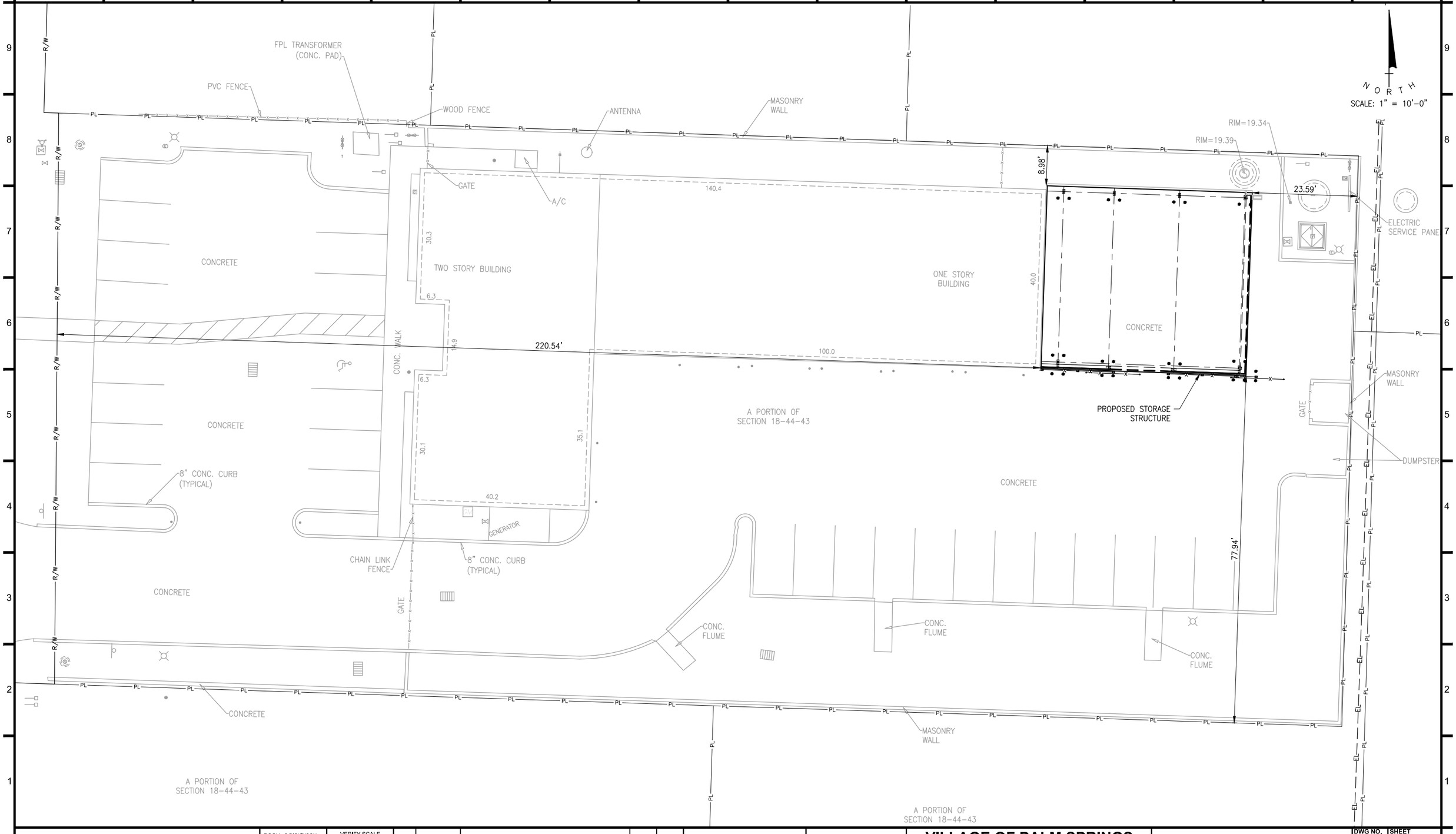
400-083.01 2021B-008

## DEMOLITION PLAN

DWG NO. 13 OF 24
SHEET C-01
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

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|---|---|
| DSGN: C.DICKINSON | VERIFY SCALE |
| DR: M.SIQUEIRA | 1" |
| CHK: D.HAMMANN | BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY. |
| APVD: D.HAMMANN | |

| No. | DATE | REVISIONS | BY | APVD |
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(954) 510-4700 - FAX (954) 755-2741
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CONSULTANT

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# VILLAGE OF PALM SPRINGS

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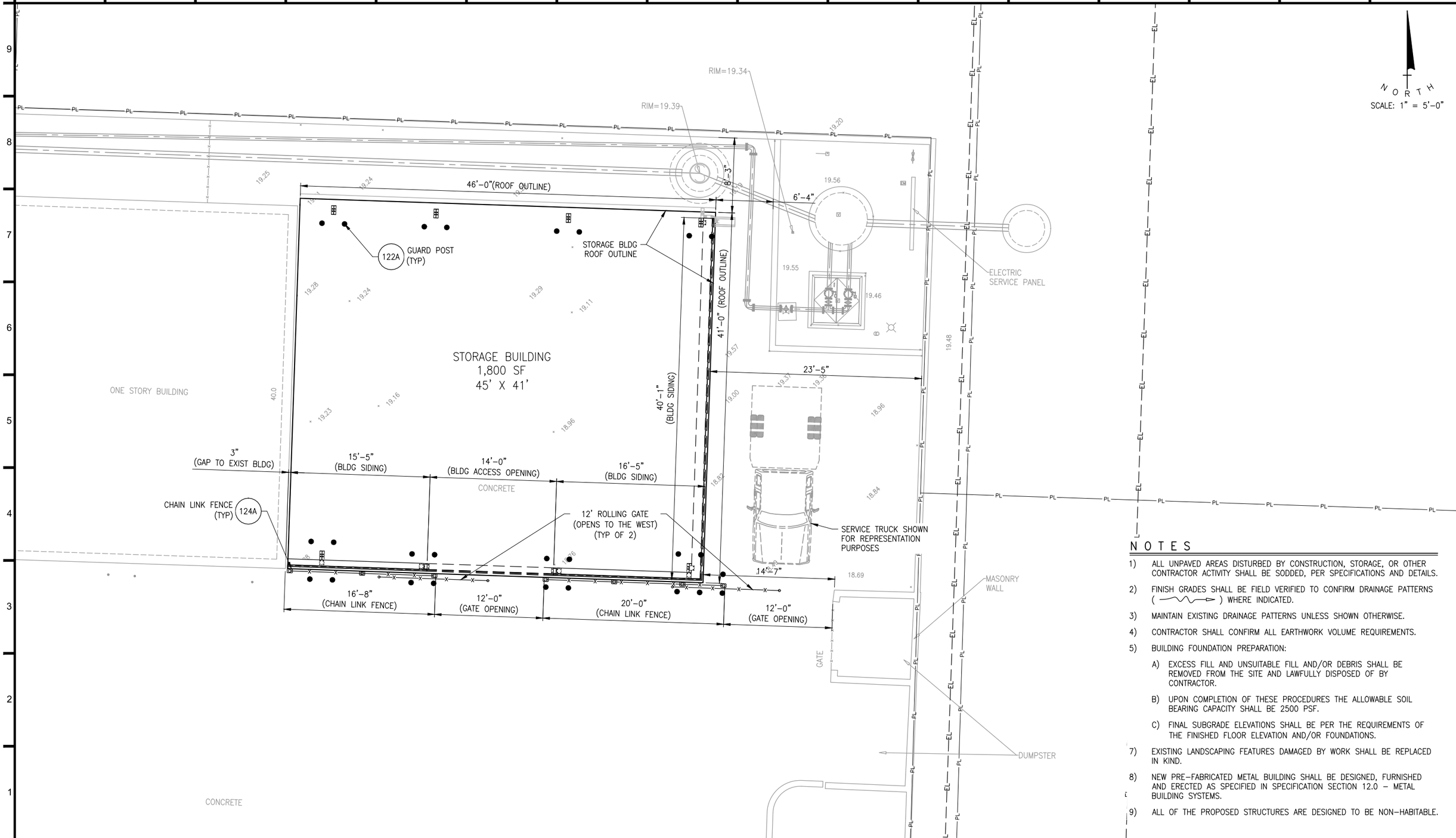
400-083.01 2021B-008

## OVERALL SITE PLAN

| | |
|---|---|
| DWG NO. 14 | SHEET C-02 |
| OF 24 | PROJ. NO. 400-083.01 |
| DATE APRIL 01, 2021 | |

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## NOTES

1) ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION, STORAGE, OR OTHER CONTRACTOR ACTIVITY SHALL BE SODDED, PER SPECIFICATIONS AND DETAILS.
2) FINISH GRADES SHALL BE FIELD VERIFIED TO CONFIRM DRAINAGE PATTERNS ( ~~~> ) WHERE INDICATED.
3) MAINTAIN EXISTING DRAINAGE PATTERNS UNLESS SHOWN OTHERWISE.
4) CONTRACTOR SHALL CONFIRM ALL EARTHWORK VOLUME REQUIREMENTS.
5) BUILDING FOUNDATION PREPARATION:
   A) EXCESS FILL AND UNSUITABLE FILL AND/OR DEBRIS SHALL BE REMOVED FROM THE SITE AND LAWFULLY DISPOSED OF BY CONTRACTOR.
   B) UPON COMPLETION OF THESE PROCEDURES THE ALLOWABLE SOIL BEARING CAPACITY SHALL BE 2500 PSF.
   C) FINAL SUBGRADE ELEVATIONS SHALL BE PER THE REQUIREMENTS OF THE FINISHED FLOOR ELEVATION AND/OR FOUNDATIONS.
7) EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.
8) NEW PRE-FABRICATED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 12.0 – METAL BUILDING SYSTEMS.
9) ALL OF THE PROPOSED STRUCTURES ARE DESIGNED TO BE NON-HABITABLE.

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(954) 510-4700 - FAX (954) 755-2741
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CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

# VILLAGE OF PALM SPRINGS

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

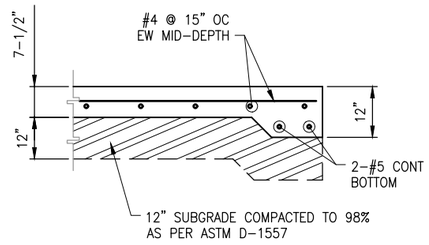
400-083.01 2021B-008

SITE PLAN

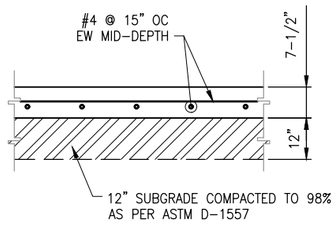
DWG NO. 15 OF 24
SHEET C-03
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

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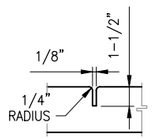
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THICKENED EDGE




TYPICAL SECTION




CONSTRUCTION JOINT

NOTES:

1) CONCRETE SHALL BE 4,000 PSI MIX AS SPECIFIED IN SECTION 11.0-CONCRETE.

2) PAVEMENT SHALL BE CONSTRUCTED TO THE ELEVATIONS AND GRADES SHOWN ON THE DRAWINGS.

3) FINISH SHALL BE TYPE S-4 AS SPECIFIED IN SECTION 11.0-CONCRETE.

4) PROVIDE EQUALLY SPACED CONTRACTION JOINTS @ 25' MAXIMUM SPACING.

5) THICKENED EDGES SHALL BE PROVIDED AT LOCATIONS SHOWN ON DRAWINGS.

6) PROVIDE PREMOLDED JOINT FILLER AT ALL PAVEMENT OBSTRUCTIONS AND AT ALL LOCATIONS THAT PAVEMENT ABUTS STRUCTURES, SIDEWALKS OR OTHER PAVEMENTS. PREMOLDED JOINT FILLER SHALL BE BITUMINOUS TYPE CONFORMING TO ASTM D 994 OR D 1751, UNLESS OTHERWISE SHOWN OR SPECIFIED.

116

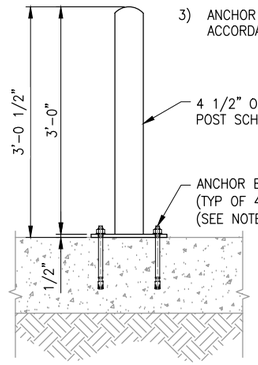
## CONCRETE PAVING DETAILS

NOTES:

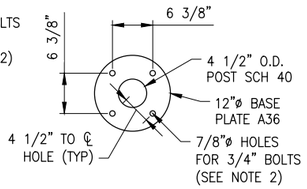
1) GUARD POST SHALL BE SURFACE MOUNTED FIXED POST MODEL #RFP4536RS (4.5" O.D., 36" HEIGHT) AS MANUFACTURED BY TRAFFICGUARD, INC. OR EQUAL.

2) ANCHOR BOLTS SHALL BE EPOXY SET HILTI HIT-RE 500, MINIMUM 9" EMBEDMENT.

3) ANCHOR BOLTS, ADHESIVE AND INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS.



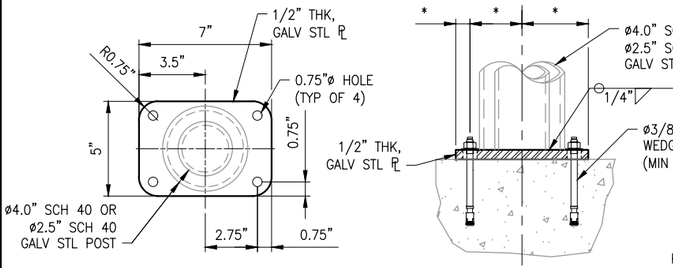

ELEVATION




PLAN

122A

## GUARD POST




PLAN

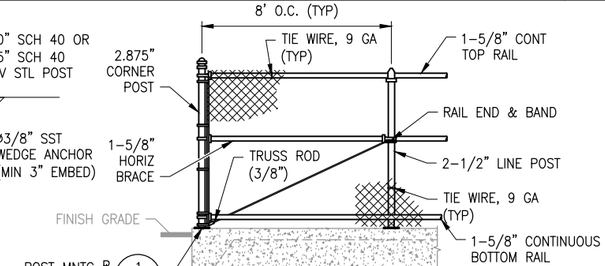



ELEVATION

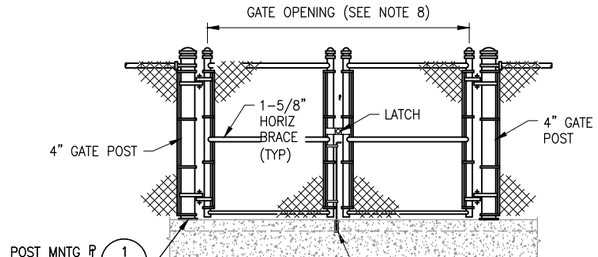
## POST MOUNTING PLATE

SCALE: N.T.S.

1 CD-01



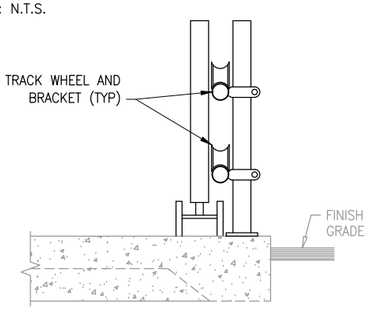

TYPICAL FENCE AT CORNER




DOUBLE LEAF GATE

NOTES:

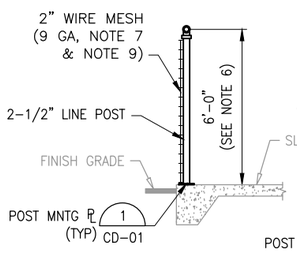
1. MATERIALS MEET OR EXCEED BUILDING CODE REQUIREMENTS.
2. MATERIALS SHALL BE AS SPECIFIED, IN SECTION 13.0-CHAIN LINK FENCES AND GATES.
3. HORIZONTAL BRACE SHALL BE PROVIDED BETWEEN ALL LINE POSTS IN ADDITION TO CORNER/END POSTS.
4. OPENING AS NOTED ON DRAWINGS
5. GATE LATCHES, STOPS AND KEEPERS SHALL BE PROVIDED FOR ALL GATES.
6. FENCE HEIGHT SHALL BE 6'-0" ABOVE CONCRETE SLAB ELEVATION. UNLESS OTHERWISE SPECIFIED ON DRAWINGS.
7. BLACK THERMAL FUSED VINYL COATED.
8. OPENING WIDTH PER DRAWINGS (MIN 12').
9. MESH TO BE KNUCKLED AT THE TOP AND BOTTOM.
10. * = PER PLAN VIEW



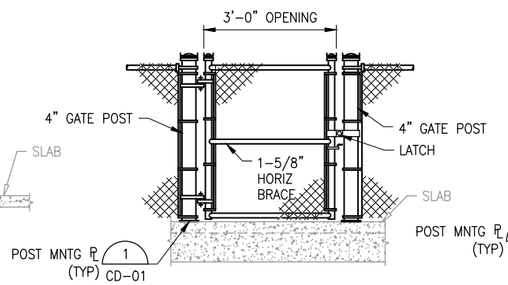

## ROLLING GATE TRACK DETAIL

SCALE: N.T.S.

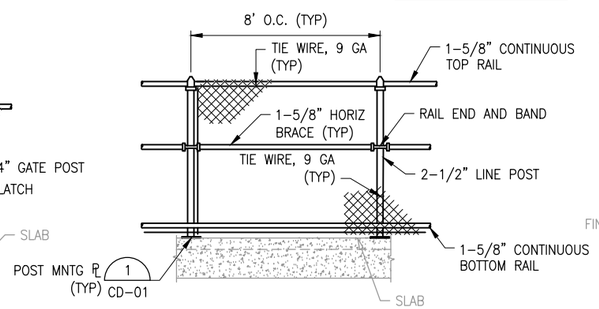
2 CD-01



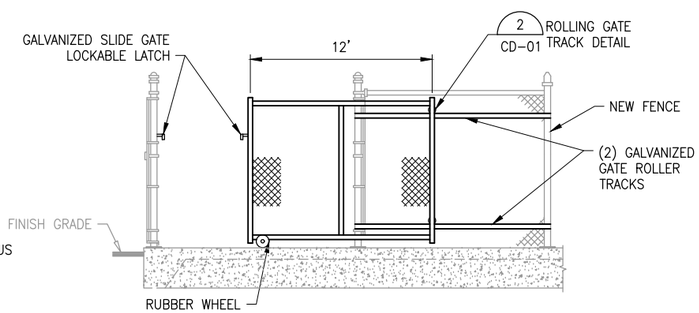

TYPICAL LINE POST




SINGLE LEAF GATE




TYPICAL FENCE AT LINE POST(S)




ROLLING GATE

124A

## REMOVABLE CHAIN LINK FENCE WITH DOUBLE AND SINGLE GATE

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C,DICKINSON
DR: M,SIQUEIRA
CHK: D,HAMMANN
APVD: D,HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

STANDARD DETAILS - CIVIL

DWG NO. 16 OF 24 | SHEET CD-01 | PROJ. NO. 400-083.01 | DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_CD-01.dwg; Plotted @: 4/27/2021 8:44:13 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET

## GENERAL NOTES

1) THESE NOTES SUPPLEMENT THE SPECIFICATIONS, WHICH SHALL BE REFERENCED FOR ADDITIONAL REQUIREMENTS.

2) THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE BUILDING ACCESS EXTENSION. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

3) WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, PLAN NOTES AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN. DETAILS ON DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. DETAILS NOTED TYPICAL APPLY TO ALL SIMILAR CONDITIONS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ELSEWHERE ON THE PROJECT.

4) FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

5) ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/4" CHAMFERED EDGE OR 3/8" RADIUS TOOLED EDGE UNLESS OTHERWISE NOTED.

6) COORDINATION: STRUCTURAL DRAWINGS ARE NOT STAND-ALONE DOCUMENTS AND ARE INTENDED TO BE USED IN CONJUNCTION WITH THE CIVIL, MECHANICAL, ELECTRICAL AND DRAWINGS FROM OTHER DISCIPLINES. THE CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.

## STRUCTURAL CONCRETE REINFORCING NOTES

1) CONCRETE AND REINFORCING SHALL BE AS SPECIFIED.

2) REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED:
   - CONCRETE CAST AGAINST EARTH 3"
   - FORMED SURFACES IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED WEATHER 2"

   FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL:
   - SLABS AND WALLS 2"
   - BEAMS AND COLUMNS 1-1/2"

3) SPLICES AND LAPS OF DEFORMED BARS:
   - MINIMUM LAP 40 DIAMETERS (< #6) AND 48 DIAMETERS (≥ #6). (SEE LAP SPLICE SCH)
   - TENSION LAPS IN ACCORDANCE WITH ACI 318.
   - OTHER LAP DISTANCES AS INDICATED ON DRAWINGS.

**LAP SPLICE SCHEDULE**

| LAP | STEEL GRADE KSI | BAR SIZE | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | L = LAP SPLICE IN INCHES | | | | | | | | |
| 40 BAR DIA | 60 | 15 | 20 | 25 | – | – | – | – | – | – |
| 48 BAR DIA | 60 | – | – | – | 36 | 42 | 48 | 55 | 61 | 68 |

| BAR TYPE | DIA (IN) |
|---|---|
| #3 | 0.375 |
| #4 | 0.500 |
| #5 | 0.625 |
| #6 | 0.750 |
| #7 | 0.875 |
| #8 | 1.00 |
| #9 | 1.128 |
| #10 | 1.270 |

4) THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

## DESIGN CRITERIA

1) DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7-10 FOR THE FOLLOWING CRITERIA PER FLORIDA BUILDING CODE SECTION 1603.1.4:

   a) BASIC WIND SPEED = 180 MPH (3 SECOND GUST).

   b) EXPOSURE CATEGORY = C.

   c) RISK CATEGORY III

2) DESIGN LOADS SHALL BE AS FOLLOWS:

   a) DEAD LOAD = ACTUAL MEMBER OR PRECAST COMPONENTS WEIGHT.

   b) LIVE LOAD =
      - ROOF (MIN., UNREDUCED) 20 PSF
      - WALKWAYS AND PLATFORMS 100 PSF
      - FLOOR 100 PSF
      - PROCESS SLABS 200 PSF

3) SEISMIC ZONE: N/A

4) DESIGN LOADS: FBC, 6TH EDITION.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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CA No. 7803

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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

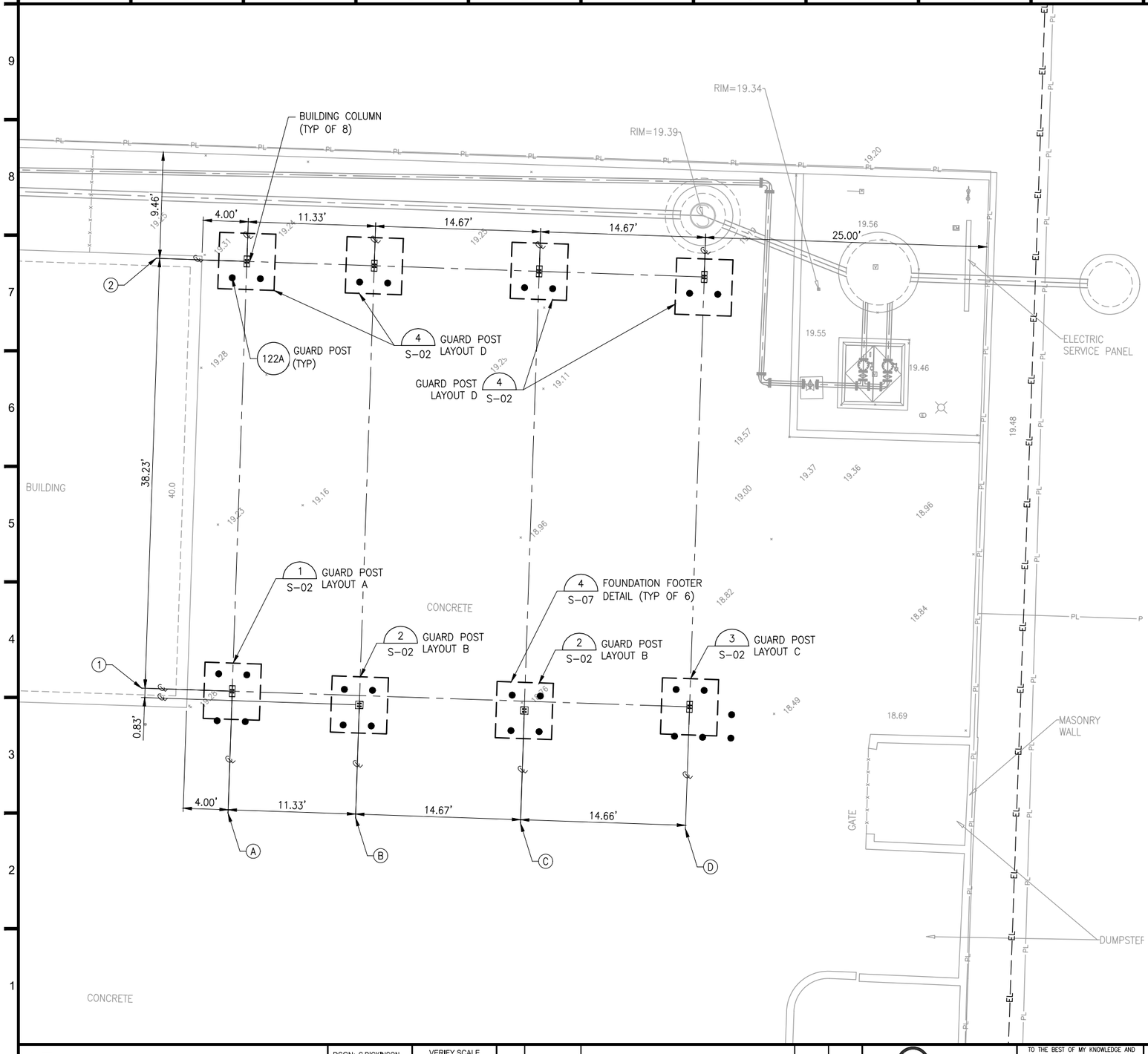
400-083.01 2021B-008

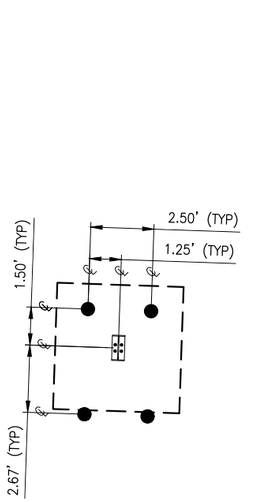
GENERAL STRUCTURAL NOTES AND LEGENDS

DWG NO. 17 OF 24
SHEET S-01
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

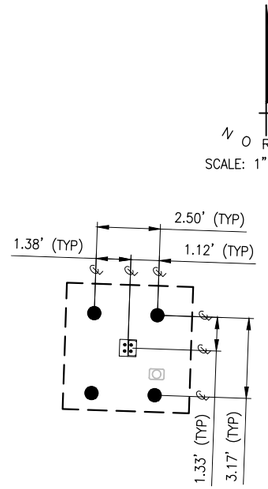
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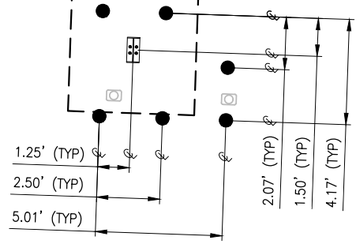


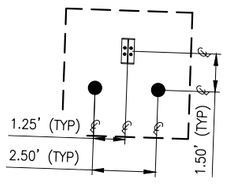

GUARD POST LAYOUT A (1) S-02
SCALE: 1" = 3'-0"




GUARD POST LAYOUT B (2) S-02
SCALE: 1" = 3'-0"




GUARD POST LAYOUT C (3) S-02
SCALE: 1" = 3'-0"




GUARD POST LAYOUT D (4) S-02
SCALE: 1" = 3'-0"

NORTH
SCALE: 1" = 5'-0"

## NOTES

1) CONCRETE FOUNDATION PIER DIMENSIONS SHALL BE CONFIRMED BY ENGINEER DURING SHOP DRAWING REVIEW. BUILDING MANUFACTURER SHALL PROVIDE DESIGN LOADS AND REACTIONS FOR THE COLUMN FOUNDATIONS.
2) NEW PRE-ENGINEERED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 12.0 – METAL BUILDING SYSTEMS.
3) ANCHOR BOLT REQUIREMENTS SHALL BE CONFIRMED DURING SHOP DRAWING PROCESS.
4) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT TO FACILITATE EXCAVATION AS REQUIRED AND PLACEMENT OF CONCRETE FOR REINFORCED SLAB AND FOUNDATION PIERS.
5) CONCRETE SHALL BE 4000 PSI AT 28 DAYS STRUCTURAL MIX PER SECTION 11.0 – CONCRETE MATERIALS.
6) SURFACE OF CONCRETE FOUNDATION PIERS SHALL BE POURED A MINIMUM OF 1-INCH ABOVE ADJACENT CONCRETE GRADE.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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CA No. 7803

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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

# VILLAGE OF PALM SPRINGS

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

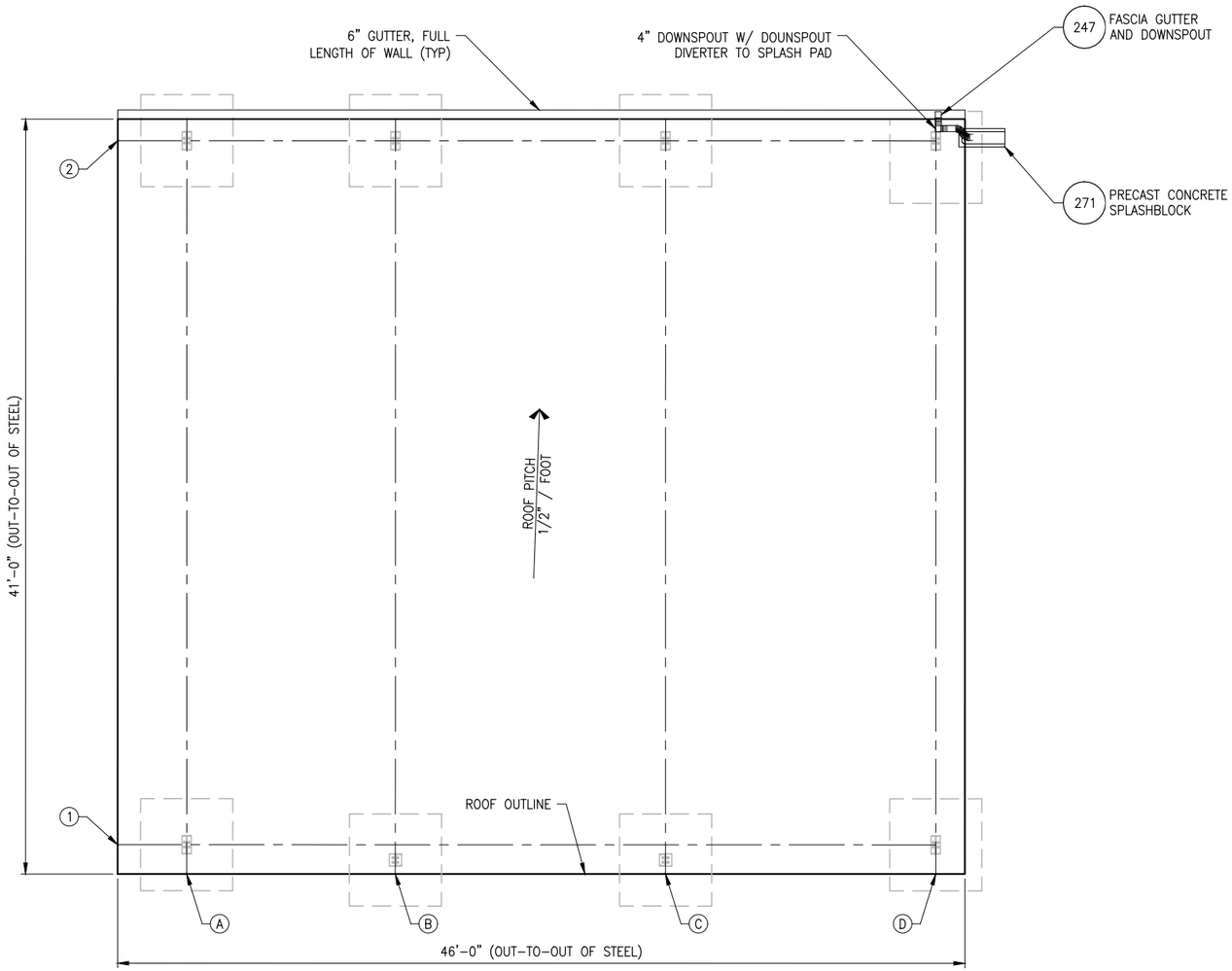
400-083.01 2021B-008

FOUNDATION AND FLOOR PLAN

DWG NO. 18 | SHEET S-02
OF 24 | PROJ. NO. 400-083.01
DATE APRIL 01, 2021

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BUILDING ROOF PLAN
SCALE: 1/4" = 1'-0"

NOTES

1) NEW PRE-FABRICATED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 10.0 – METAL BUILDING SYSTEMS.

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VERIFY SCALE
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|---|---|---|---|---|

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SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

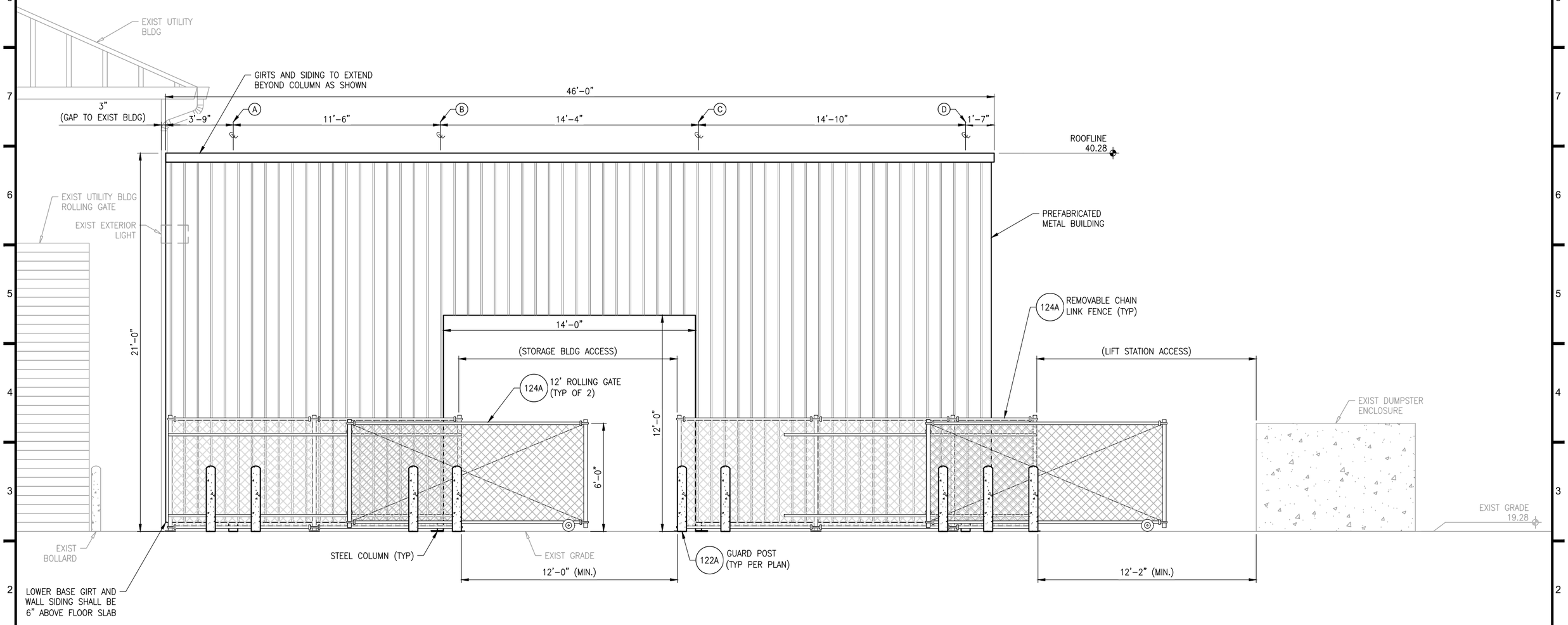
400-083.01 2021B-008

BUILDING ROOF PLAN

| DWG NO. | SHEET |
|---|---|
| 19 | S-03 |
| OF 24 | PROJ. NO. 400-083.01 |
| DATE APRIL 01, 2021 | |

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BID SET




## SOUTH ELEVATION

SCALE: 3/8" = 1'-0"

## NOTES

1) PROPOSED BUILDING ROOF OVERHANG AVAILABILITY AND LENGTH TO BE VERIFIED WITH PREFAB BUILDING MANUFACTURER.


ECKLER ENGINEERING, INC.
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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


| | |
|---|---|
| DSGN: | C.DICKINSON |
| DR: | M.SIQUEIRA |
| CHK: | D.HAMMANN |
| APVD: | S.WIDJAJA |

VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|


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2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
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SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

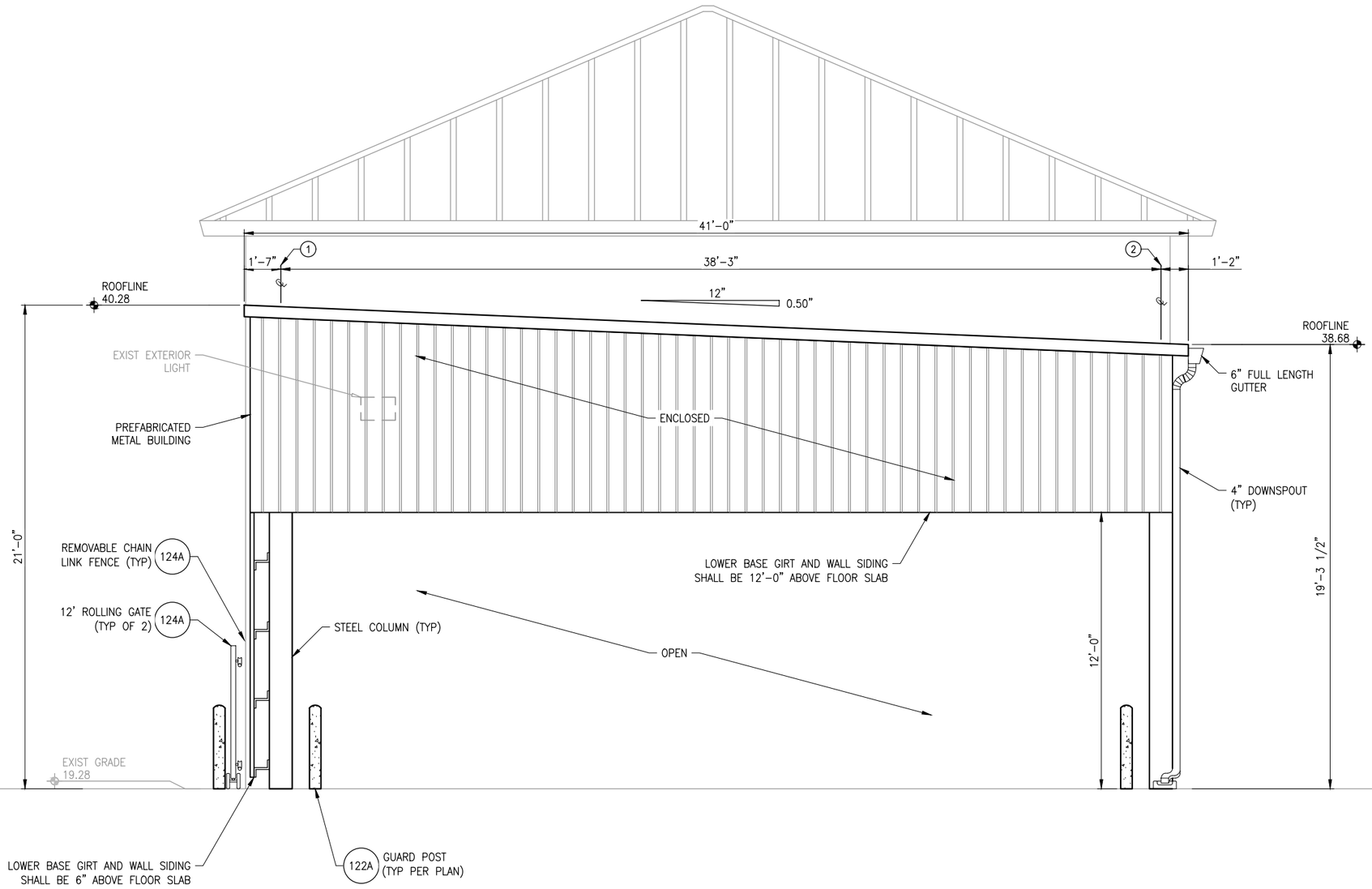
400-083.01 2021B-008

STRUCTURAL ELEVATIONS - SOUTH

| | |
|---|---|
| DWG NO. | 20 |
| SHEET | S-04 |
| OF | 24 |
| PROJ. NO. | 400-083.01 |
| DATE | APRIL 01, 2021 |

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## EAST ELEVATION

SCALE: 3/8" = 1'-0"

N O T E S

1) PROPOSED BUILDING ROOF OVERHANG AVAILABILITY AND LENGTH TO BE VERIFIED WITH PREFAB BUILDING MANUFACTURER.


ECKLER ENGINEERING, INC.
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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|


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2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
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FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL
STORAGE BUILDING

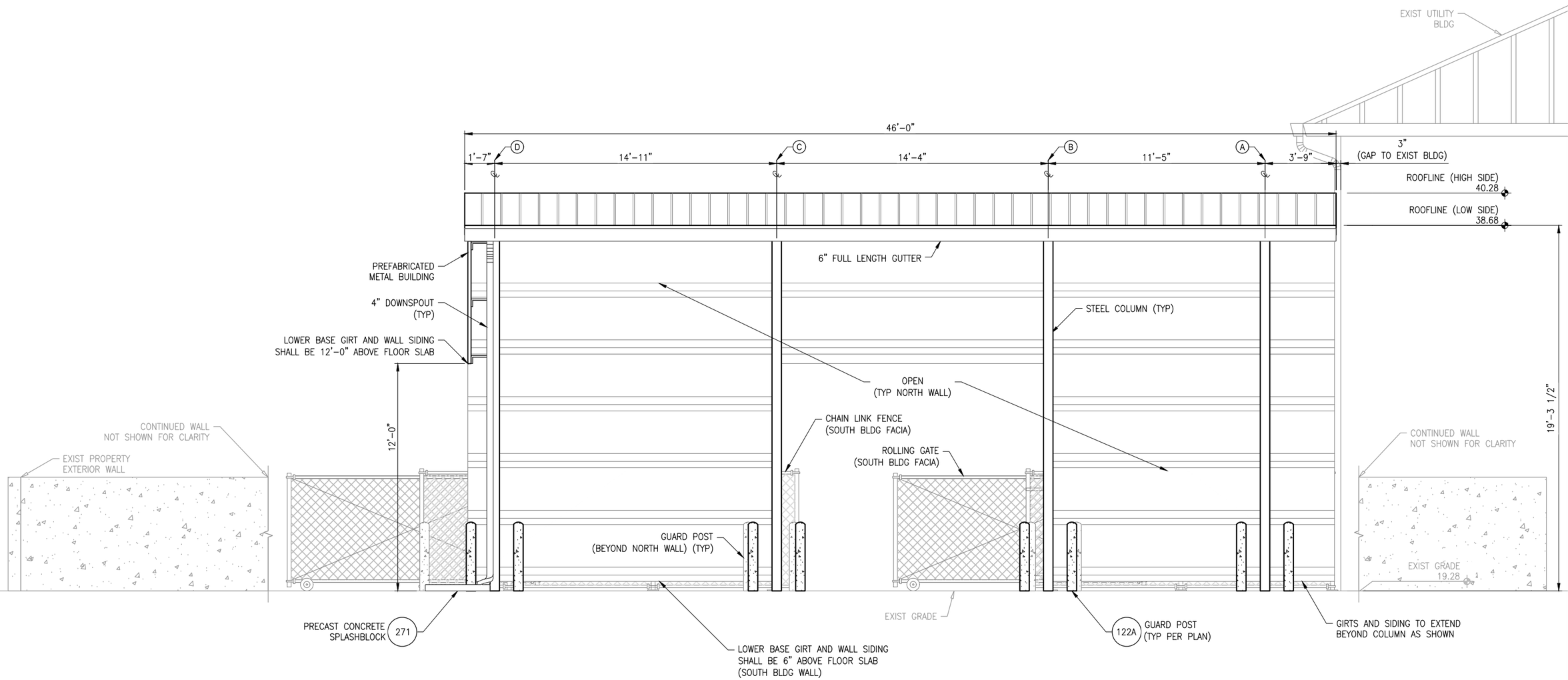
400-083.01 2021B-008

STRUCTURAL ELEVATIONS - EAST

DWG NO. 21 OF 24
SHEET S-05
PROJ. NO. 400-083.01
DATE APRIL 01, 2021


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BID SET




# NORTH ELEVATION

SCALE: 3/8" = 1'-0"

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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

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DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

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FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

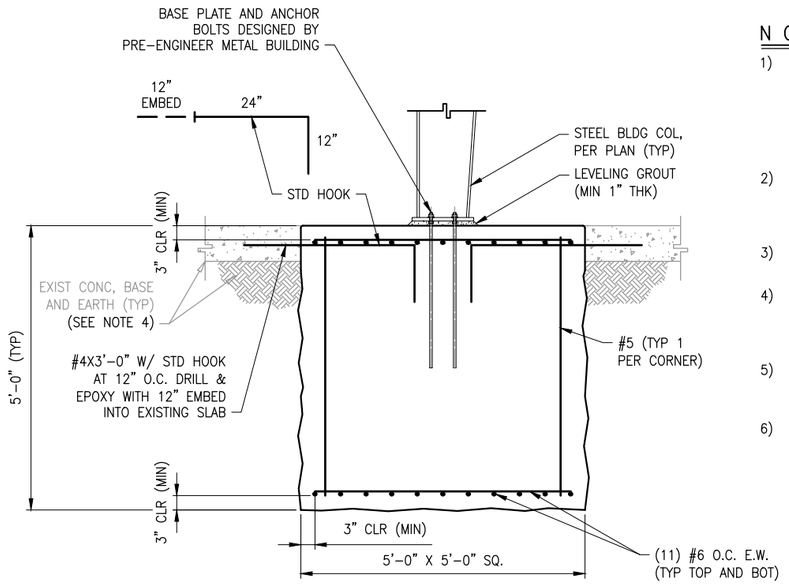
400-083.01 2021B-008

STRUCTURAL ELEVATIONS - NORTH

DWG NO. 22 OF 24
SHEET S-06
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

BID SET

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_S-04.dwg; Plotted @: 4/27/2021 8:44:55 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET




## FOUNDATION FOOTER DETAIL

4

SCALE: 3/4" = 1'-0"

## NOTES

1) CONCRETE FOUNDATION PIER DIMENSIONS SHALL BE CONFIRMED BY ENGINEER DURING SHOP DRAWING REVIEW.

   BUILDING MANUFACTURER SHALL PROVIDE DESIGN LOADS AND REACTIONS FOR THE COLUMN FOUNDATIONS.

2) NEW PRE-ENGINEERED METAL BUILDING SHALL BE DESIGNED, FURNISHED AND ERECTED AS SPECIFIED IN SPECIFICATION SECTION 12.0 – METAL BUILDING SYSTEMS.

3) ANCHOR BOLT REQUIREMENTS SHALL BE CONFIRMED DURING SHOP DRAWING PROCESS.

4) SAWCUT AND REMOVE EXISTING CONCRETE PAVEMENT TO FACILITATE EXCAVATION AS REQUIRED AND PLACEMENT OF CONCRETE FOR REINFORCED SLAB AND FOUNDATION PIERS.

5) CONCRETE SHALL BE 4000 PSI AT 28 DAYS STRUCTURAL MIX PER SECTION 11.0 – CONCRETE MATERIALS.

6) SURFACE OF CONCRETE FOUNDATION PIERS SHALL BE POURED A MINIMUM OF 1-INCH ABOVE ADJACENT GRADE.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

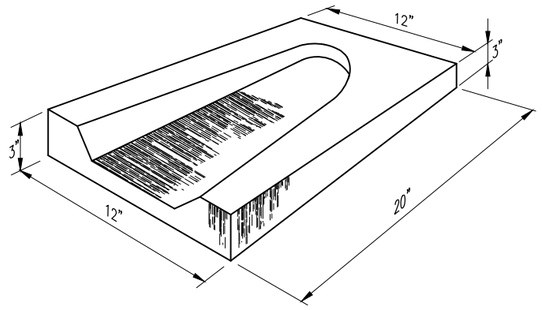
SPECIFIC DETAILS - STRUCTURAL

DWG NO. 23 | SHEET S-07
OF 24 | PROJ. NO. 400-083.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_S-07.dwg; Plotted @: 4/27/2021 8:45:05 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET

NOTES:
COLOR: GRAY
COMPRESSION STRENGTH: 3000 PSI




271

## PRECAST CONCRETE SPLASHBLOCK

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.SIQUEIRA
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDY WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS**

KIRK ROAD PIPE AND MATERIAL STORAGE BUILDING

400-083.01 2021B-008

STANDARD DETAILS - STRUCTURAL

DWG NO. 24 OF 24
SHEET SD-01
PROJ. NO. 400-083.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-083.01_Kirk Road Pipe & Material Building\01_Working\400-083_SD-01.dwg; Plotted @: 4/27/2021 8:45:14 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID SET

BID SET

# Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

## MAIN WTP EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE & MATERIAL STORAGE BUILDING

## Addendum No. 1

## May 25, 2021

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**BIDS DUE: 2:00 PM, Local Time, May 26, 2021**

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TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **MAIN WTP EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE & MATERIAL STORAGE BUILDING** project, fully and completely as if the same were fully set forth herein.

**IN THE PLANS**

None

**IN THE SPECIFICATIONS**

None

Receipt acknowledged and conditions agreed to the _____ day of _____, 2021.

_____ _____

Bidder By

# ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 COLOR CHART

END OF ADDENDUM

# ATTACHMENT 1

# RESPONSES TO BIDDER QUESTIONS

**RESPONSES TO BIDDER QUESTIONS**

*Question 1:* *Was there any changes to the design of the project from previous invitation to bid?*

**Response 1:** **No changes were made to the buildings other than the removal of the proposed 3rd building at the Main Water Treatment Plant. Due to this change, the previous associated storm drain line from the N building will no longer be required.**

*Question 2:* *What is the opinion of probable costs?*

**Response 2:** **The opinion of probable costs for the main building at the Kirk Rd location is $214,000.00 and at the Main WTP is $203,000.00**

*Question 3:* *Are there any associated permit fees for this project?*

**Response 3:** **Fees for permits through the Village of Palm Springs**

*Question 4:* *Are building colors to be matched to closest standard color? If a custom color is selected, cost is higher.*

**Response 4:** **Bidder is encouraged to visit the Main WTP to view the existing metal building at the plant to determine what the Village standard colors are and any additional questions regarding this color can be addressed via a bidder question submitted prior to the deadline for bidder questions. The Village expects the awarded bidder to match this color as closely as possible regardless of whether it is considered a standard or premium color. Approval of final color will be at the Owner's and Engineer's discretion during the submittal process.**

*Question 5:* *Builder's Risk: Is the Owner or the Contractor responsible to pay for this?*

**Response 5:** **The Contractor is responsible to purchase Builder's Risk insurance. See bid document C-700 Standard General Conditions, section 6.05.A, *Builder's Risk,* subsection 1-13 and bid document Supplementary Conditions, section SC-6.05.A, subsection 14 and 15.**

*Question 6:* *What is the designated building manufacturer? Can another manufacturer's product be submitted?*

**Response 6:** **The manufacturer utilized to obtain the estimate of probable costs was Capital Steel Industries. The bid documents allow submittal of an alternate manufacturer pending determination by Engineer of Record as an approved equal.**

*Question 7:* *Please see attached color brochures for color selection of wall and roof panels, if you intend to choose colors at this time.*

**Response 7:** **"Polar White" was used on the last building at the Main WTP for the wall and roof, which is available from the color chart. (Attachment 2)**

*Question 8:* *Permit fee's waived or paid by who? Accounted for through the $20,000 allowance?*

**Response 8:** **The Contractor is responsible for obtaining all permits and paying all permit fees. The only permit fee that is waived is the Palm Springs Building Department permit fee. Permit fees will be reimbursed through the Miscellaneous Work Allowance.**

*Question 9:* *Structural steel members all to be primed only?*

**Response 9:** **Per Specification Section 12.8.1.4, the building members shall be prime coat painted (red oxide primer).**

*Question 10:* *Testing of materials provided by contractor?*

**Response 10:** **Yes, all material testing is the responsibility of the Contractor per Specification Section 00700 – General Conditions, Article 14.02.**

*Question 11:* *Color finish schedule please, for each building, or are they both the same?*

A. *Roof Panels*
B. *Wall Panels*
C. *Trim, Gutter, Downspouts*
D. *Structural Steel Columns*
E. *Horizontal Girts & Braces*
F. *Roof Girts*

**Response 11: Response**

A. **White, to match existing building at the Main WTP.**
B. **White, to match existing building at the Main WTP.**
C. **Teal, to match the roof color of Maintenance Utility Building at 2400 Kirk Road, which is the location of the proposed building in Bid Package "B".**
D. **Prime coat painted with red oxide primer, to match existing building at the Main WTP.**
E. **Prime coat painted with red oxide primer, to match existing building at the Main WTP.**
F. **Prime coat painted with red oxide primer, to match existing building at the Main WTP.**

*Question 12:* *We would like very much to bid this project again however due to unforeseen circumstances it is doubtful we can meet the current bid date; would you please consider a one-week extension?*

**Response 12:** **Unfortunately, due to our current scheduling, we are not able to push the bid due date out a week.**

**ATTACHMENT 2**

**COLOR CHART**

METALLIC™
BUILDING SYSTEMS



# COMMERCIAL / INDUSTRIAL

## COLOR CHART

STANDARD COLORS

# Signature® 200

## STANDARD COLORS

26- AND 24-GAUGE MATERIAL.

### SILICONIZED POLYESTER

Polar White is a Straight Polyester.

* Also available in 29-gauge

** Minimum quantities and/or extended lead times required for 24-gauge. Please inquire.

ENERGY STAR PARTNER

★ ENERGY STAR® Qualified through our partner, MBCI

| | | | | |
|---|---|---|---|---|
| COBALT BLUE*** | HAWAIIAN BLUE*** | BURNISHED SLATE*** | CHARCOAL GRAY*** | ASH GRAY* |
| KOKO BROWN* | DESERT SAND* | SADDLE TAN* | LIGHT STONE* | SOLAR WHITE* |
| POLAR WHITE*** | RUSTIC RED* | CRIMSON RED*** | FERN GREEN*** | GALVALUME PLUS® |

*Final color selection should be made from metal color chips.*

PBR
KOKO BROWN



**PROJECT:** FLYERS ENERGY HANGAR

MORE EXPENSIVE COLORS

# Signature® 300

## STANDARD COLORS

26-GAUGE MATERIAL.

PBR, PBU, AVP, PBC, PBD PANELS ONLY.

### POLYVINYLIDENE FLUORIDE (PVDF); LOW GLOSS

* Also available in 24-gauge.

** Minimum quantities and/or extended lead times required for 24-gauge. Please inquire.

+ Minimum quantities and/or extended lead times required for all gauges. Please inquire.

BONE WHITE*****

SNOW WHITE*****

SLATE GRAY******

MEDIUM BRONZE*****

BROWNSTONE*****

ALMOND*****

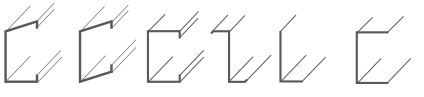
BRITE RED+*****

HARBOR BLUE******

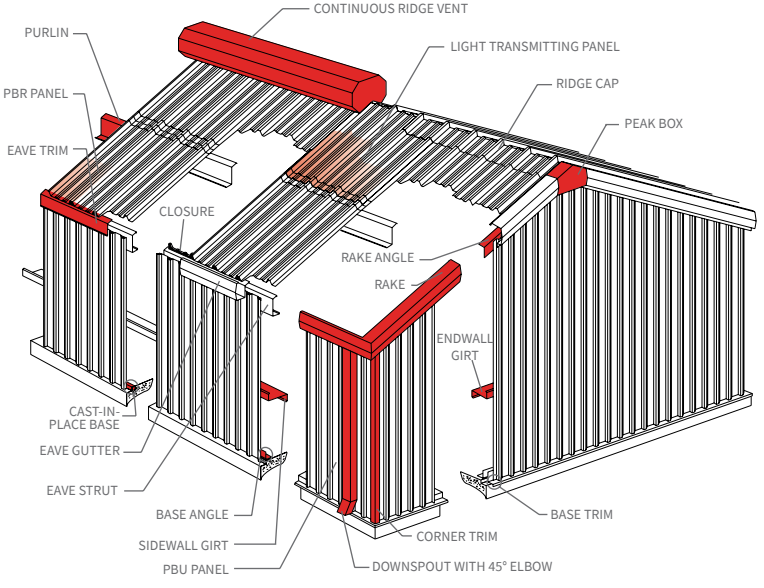
CLASSIC GREEN******

## AVAILABLE ACCESSORIES

- Hat and Channel Sections
- Light Transmitting Panels
- Vents
- Roof Jacks
- Fasteners
- Ridge Caps
- Closures
- Doors
- Windows
- Sealants
- Insulation
- Bracing
- Bolts
- Louvers
- Sliding Door Hardware



EAVE STRUTS CEE ZEE ANGLES CHANNEL





AVP
ASH GRAY

**PROJECT:** JAY'S POWER CENTER

| PANEL PROFILE | PANEL | 29-GAUGE | | 26-GAUGE | | | 24-GAUGE | | | 22-GAUGE | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | Galvalume Plus | Sig 200 | Galvalume Plus | Sig 200 | Sig 300 | Galvalume Plus | Sig 200 | Sig 300 | Galvalume Plus | Sig 200 | Sig 300 |
| 12" 36" 1¼" | PBR | ● | ■ | ● | ● | ■ | ● | ■ | ■ | ● | ■ | ■ |
| 6" 36" ¾" | PBU | ● | ■ | ● | ● | ■ | ● | ■ | ■ | ● | ■ | ■ |
| 2.67" 32" ⅞" | PBC | ● | ■ | ● | ● | ■ | ● | ■ | ■ | ● | ■ | ■ |
| 2.67" 32" ⅝" | PBD | ● | ■ | ● | ● | ■ | ● | ■ | ■ | ● | ■ | ■ |
| 7.2" 36" 1½" | 7.2 | ● | ■ | ● | ■ | ■ | ● | ■ | ■ | ● | ■ | ■ |
| 12" 36" 1" | AVP | ● | ■ | ● | ● | ■ | ● | ■ | ■ | ● | ■ | ■ |
| 12" 24" ½" | 5V CRIMP | ● | ■ | ● | ■ | ■ | | | | | | |

● AVAILABLE IN ANY QUANTITY

■ MAY REQUIRE MINIMUM QUANTITY

PBR
COBALT BLUE



**PROJECT:** MAXIMUM STORAGE

METALLIC™
BUILDING SYSTEMS

**Disclaimer:** For complete performance specifications, product limitations and disclaimers, please consult the Metallic Building Systems Paint and Galvalume Plus® warranties. Upon receipt of payment in full, these warranties are available by request for all painted or Galvalume Plus® prime products. Contact your local Sales Representative or www.metallic.com for sample copies.

**For the most current information available, visit our website at www.metallic.com**

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10012020/RevA

**7301 FAIRVIEW STREET**
**HOUSTON, TX 77041**

**PHONE** 866-800-6353

**EMAIL** SALES@METALLIC.COM

**METALLIC.COM**

# CAPITAL IMPROVEMENT PROJECT DETAIL

**Task #** 261
**PROJECT #** 20-PW-562-01

**Project Name:** Storage Building for Maintenance Equipment
**Department:** Public Service
**Location:** Main Water Treatment Plant
**Project Manager:** Walt Sanchez
**Original Plan Date:** FY2020
**Date Approved:**

## DESCRIPTION / JUSTIFICATION:

Addition of a new pre-manufactured metal building to the N.E. side of existing pre-manufactured metal building located at the S.E. corner of Main Water Treatment Plant. The new building will be approximately 1,500 S.F. in size to accommodate the overflow of Village vehicles currently parked outside. Budgeted FY2021 G/L #01441-56200.



## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Architectural Services | | | | | | | - |
| Engineering & Planning | 35,000 | | | | | | 35,000 |
| Construction | 205,000 | 200,000 | | | | | 405,000 |
| Equipment | | | | | | | - |
| Improvement (utility, lighting) | | | | | | | - |
| Other (Contingency) | 10,000 | 20,000 | | | | | 30,000 |
| **TOTAL PROJECT COSTS** | **250,000** | **220,000** | **-** | **-** | **-** | **-** | **470,000** |

| SOURCES OF FUNDS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | 250,000 | 220,000 | | | | | 470,000 |
| One Cent Sales Tax Funding | | | | | | | - |
| Grant Funding (Grant Name) | | | | | | | |
| CDBG | | | | | | | - |
| FRDAP | | | | | | | - |
| PBC | | | | | | | - |
| Other (Specify) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | | | | | | | - |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Undetermined | | | | | | | - |
| **TOTAL PROJECT REVENUE** | **250,000** | **220,000** | **-** | **-** | **-** | **-** | **470,000** |

## OPERATIONAL IMPACT

| OPERATIONAL IMPACT | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| Funding Sources | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| | | | | | | | - |
| | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

# CAPITAL IMPROVEMENT PROJECT DETAIL

**Task #** 260
**PROJECT #** 20-UTL-562-02

**Project Name:** Material Storage Covering 2400 Kirk Rd
**Department:** Public Service
**Location:** Main Water Treatment Plant
**Project Manager:** Walt Sanchez
**Original Plan Date:** FY2020
**Date Approved:**

## DESCRIPTION / JUSTIFICATION:

A supply of materials and PVC pipe of various sizes are stored on racks outdoors exposed to the elements behind the 2400 Building on Kirk Rd. Having materials readily available is critical in order to perform repairs to the Village's water distribution and sewage collection systems without waiting for materials to arrive from a local supplier. PVC pipe left exposed to ultraviolet rays for an extended period of time will eventually cause degradation and make the materials brittle and possibly no longer usable. This project will provide a covered pre-manufactured building at the present storage area which will minimize exposure of the materials to the sun and elements. Budgeted FY2021 41336-56200.



## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Architectural Services | | | | | | | - |
| Engineering & Planning | 35,000 | | | | | | 35,000 |
| Construction | 105,000 | 165,000 | | | | | 270,000 |
| Equipment | | | | | | | - |
| Improvement (utility, lighting) | | | | | | | - |
| Other (Contingency) | | 20,000 | | | | | 20,000 |
| **TOTAL PROJECT COSTS** | **140,000** | **185,000** | **-** | **-** | **-** | **-** | **325,000** |

| SOURCES OF FUNDS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | | | | | | | - |
| One Cent Sales Tax Funding | | | | | | | - |
| Grant Funding (Grant Name) | | | | | | | |
| CDBG | | | | | | | - |
| FRDAP | | | | | | | - |
| PBC | | | | | | | - |
| Other (Specify) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | 140,000 | 185,000 | | | | | 325,000 |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Undetermined | | | | | | | - |
| **TOTAL PROJECT REVENUE** | **140,000** | **185,000** | **-** | **-** | **-** | **-** | **325,000** |

## OPERATIONAL IMPACT

| OPERATIONAL IMPACT | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| Funding Sources | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| | | | | | | | - |
| | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

# THE
# LAKE WORTH HERALD

**Published Once a Week**

**Lake Worth, Palm Beach County, Florida**

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Village of Palm Springs Advertisement to Bid, ITB No. 2021B-008, Main WTP Equipment Storage Building and Kirk Road Pipe & Material Storage Building

was published in said newspaper in the issue of

April 29, 2021

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

**Legal Notice No. 38478**

**VILLAGE OF PALM SPRINGS**
**ITB NO. 2021B-008**
**MAIN WTP EQUIPMENT STORAGE BUILDING AND**
**KIRK ROAD PIPE & MATERIAL STORAGE BUILDING**

**ADVERTISEMENT FOR BIDS**

Sealed Bids for the construction of the **Main WTP Equipment Storage Building and Kirk Road Pipe & Material Storage Building** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 26, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **June 9, 2021 at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents.***

Invitation to Bid documents ~~are available~~ beginning **April 29, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com ; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"MAIN WTP EQUIPMENT STORAGE BUILDING AND KIRK ROAD PIPE & MATERIAL STORAGE BUILDING."**

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 P.M. Bidding Documents are available on your preferred media device as a CD ROM or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in-person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **May 12, 2021 at 10:00 AM**. Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid
Opening.

**Non-Mandatory Pre-Bid Conference – May 12, 2021 at 10:00 AM**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: +1 (562) 247-8422 Access: #542-497-130
Registration URL:
https://attendee.gotowebinar.com/register/4102493802029883148 Webinar ID # 414-920-723

**Bid Opening – June 9, 2021 at 2:00 PM**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (562) 247-8422 Access # 493-283-862
Registration URL
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Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 21, 2021 at 5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 29, 2021**

Publication: The Lake Worth Herald, Demandstar, and Village of Palm Springs website

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.7:** Approve Main WTP Material Storage Bays Award (Task Order No. 258) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Walker Design & Construction Co.

**SUMMARY:**

The Public Service Department has identified a need to build a material storage bay structure to store frequently utilized materials (i.e., stone, gravel, sand, etc.) at the Main Water Treatment Plant (WTP). Currently, these materials are stored directly on the ground and are subject to earth contamination. If approved, a new material storage bay, would be located on the north side of the Main WTP and would consist of an open-air concrete structure with three (3) equally spaced bays that would allow delivery vehicles to dump materials directly into the bay for storage as well as to enable Village equipment to load materials from it for use as needed.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB) on April 29, 2021, for the construction of the Material Storage Bays at Main Water Treatment Plant. This process was completed by the Village through a competitive selection process - Material Storage Bays at Main Water Treatment Plant (ITB No. 2021B-007 - April 29, 2021).

Note: Last year, the Village awarded a contract, through an ITB, to Republic Construction for the construction of the proposed Material Storage Bays at Main WTP. However, the selected contractor was unable to perform the required work due to the COVID-19 pandemic. As a result, the Village Council approved a “Rescind of Contract Award” (April 8, 2021) and this project was rebid.

Within the Fiscal Year 2021 Budget - Water & Sewer Enterprise Fund, and the Capital Improvement Plan (CIP), the Village Council had approved $25,000.00 for the Material

Storage Bays at Main WTP. However, it was determined that sufficient funding was not included within the FY 2021 Budget and a budget transfer was administratively approved in accordance with the Village's procurement policy (November 13, 2020) in the amount of $80,300 to cover the expected construction costs for this project. As a result of the Village's ITB, the following four (4) bid proposals were received:

| **Vendor** | **Total Bid** |
|---|---|
| Walker Design & Construction Co. | $ 63,225 |
| Boromei Construction Inc. | $ 99,755 |
| Straight Edge Concrete | $101,938 |
| Florida Design | $149,621 |

After review of the four (4) bids received, the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent, the Village Attorney and the Village's consulting engineer, RJ Behar, determined that Walker Design & Construction provided the lowest responsible and responsive bid. As a result, staff is requesting that the Council award this proposed contract (Task Order #258) to the lowest responsive and responsible bidder, Walker Design & Construction, in the amount of $63,225.

Note: The proposed bid amount submitted by Walker Design & Construction ($63,225) is below the engineer's cost estimate ($70,000) by approximately 9.7%. The total approved budget for FY 2021 for this project is $80,300; however, staff believes that approximately $15,000 will be spent within the current FY 2021. Thus, the remaining funding ($48,225) is expected to be rolled over into the next fiscal year (FY 2022) and requested to be approved by the Village Council during the upcoming FY 2022 budget process.

If approved, the Village would accept Walker Design & Construction's pricing including all terms, conditions and pricing as submitted within their ITB proposal and proposed agreement. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract. An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the project is expected to take approximately 90 days (November/December 2021) to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent and the Finance Director.

The Village has not worked with the proposed vendor previously; however, the Village received positive references from (1) public school (Washington Elementary) and (2) private organizations (Glen Eagles Golf Club & Waterstone Resort).

**FISCAL IMPACT:**

Funding to support the proposed Main WTP Material Storage Bays is available within the FY 2021 - Water and Sewer Enterprise Fund:

| ***Allocated/Estimated Project Funding:*** | ***Amount*** |
|---|---|
| FY 2020 Actual Funding - Water & Sewer Fund: | $ 10,189.56 |
| FY 2021 Approved Funding - Water & Sewer Fund: | $ 80,300.00 |
| FY 2022 Requested Funding - Water & Sewer Fund: | $ 48,225.00 |
| **TOTAL ALLOCATED/APPROVED BUDGET** | **$138,714.56** |
| | |
| ***Expected Project Costs:*** | ***Amount*** |
| FY 2020 Project Cost - Actual Engineering - Water & Sewer Fund: | $10,189.56 |
| FY 2021 Project Cost - Projected Engineering - Water & Sewer Fund: | $ 1,500.00 |
| FY 2021 Project Cost - Projected Construction - Water & Sewer Fund: | $15,000.00 |
| FY 2022 Project Cost - Estimated Construction - Water & Sewer Fund: | $48,225.00 |
| **TOTAL PROJECT COSTS:** | **$74,914.56** |

Note: The proposed bid amount submitted by Walker Design & Construction ($63,225) is below the engineer's cost estimate ($70,000) by approximately 9.7%. The total approved budget for FY 2021 for this project is $80,300; however, staff believes that approximately $15,000 will be spent within the current FY 2021. Thus, the remaining funding ($48,225) is expected to be rolled over into the next fiscal year (FY 2022) and requested to be approved by the Village Council during the upcoming FY 2022 budget process.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

**ATTACHMENTS:**

Proposed Agreement - Material Storage Bays at Main WTP - Walker Design & Construction Co
Bid Proposal - Material Storage Bays at Main WTP - Walker Design & Construction Co.
Invitation to Bid - ITB #2021B-007
Bid Tabulation - ITB #2021B-007
Bid Specifications - ITB #2021B-007
Bid Plans - ITB #2021B-007
Executive Brief - Agenda Item to Rescind Contract w/ Republic Const - ITB #2020B-007
FY 2021 CIP Form - Material Storage Bays at Main WTP
Lake Worth Herald Bid Advertisement for ITB #2021B-007

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Walker Design and Construction Co. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Material Storage Bays at Main Water Treatment Plant**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by RJ Behar & Company.

3.02 The Owner has retained RJ Behar & Company ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 90 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 120 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of

requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $200 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $ 63,225.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off

by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of *1* percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 13, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. Bid Bond (pages 1 to 2, inclusive).
   b. ___ (pages ___ to ___, inclusive).
   c. ___ (pages ___ to ___, inclusive).
5. General Conditions (pages 1 to 72, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of 5 sheets with each sheet bearing the following general title: Material Storage Facility at Main Water Treatment Plant.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages 1 to 47, inclusive).
    b. Geotechnical Report by Radise International dated January 27, 2020 (pages 1 to 14, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

E. To the extent that there exists a conflict between this Agreement and the remaining Contract Documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Scrutinized Companies*

A. Company certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Village may immediately terminate this Agreement at its sole option if the Company or any of its subcontractors are found to have submitted a false certification; or if the Company or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. The Company agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. The Company agrees that the certifications in this section shall be effective and relied upon by the Village for the term of this Agreement, including any and all renewals. The Company agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Company shall immediately notify the Village of the same. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.10 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

1. Keep and maintain public records required by the Village to perform the service.

2. Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

4. Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461**.

10.11 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| d. | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

a. Bodily Injury:

| | | |
|---|---|---|
| | Each Person | $500,000 |
| | Each Accident | $1,000,000 |
| b. | Property Damage: | |
| | Each Incident | $1,000,000 |

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

| | | | |
|---|---|---|---|
| a. | Excess or Umbrella Liability | | |
| | 1) | General Aggregate | $5,000,000 |
| | 2) | Each Occurrence | $1,000,000 |

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

| | | | |
|---|---|---|---|
| a. | Contractor's Pollution Liability | | |
| | 1) | General Aggregate | $2,000,000 |
| | 2) | Each Occurrence | $1,000,000 |

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.12 *Public Construction Bond*

A. If the contract amount exceeds $200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than $200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

B. The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

C. To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

   a. The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

   b. The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.

   c. The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.

   d. The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.

   e. The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.

f. The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:

1) Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.

2) In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

10.13 *Audit by Village*

A. The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of the Contract. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.14 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.15 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.16 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.17 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.18 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.19 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.20 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.21 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.22 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.23 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.24 *Scrutinized Companies*

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes.

Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.25 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;

2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | | CONTRACTOR: | |
|---|---|---|---|
| By: | | By: | |
| Title: | Mayor | Title: | |
| | | *(Seal)* | |
| Attest: | | Attest: | |
| Title: | Village Clerk | Title: | Notary Public |

Approved as to Form: _____

Title: Village Attorney

| Address for giving notices: | Address for giving notices: |
|---|---|
| 226 Cypress Lane | |
| Palm Springs FL, 33461 | |
| | |

License No.: _____
*(where applicable)*

MOURER FOSTER
Bonds & Insurance

October 25, 2020

Walker Design & Construction Co.
1060 Holland Dr. Ste B
Boca Raton, Florida 33487-2719

RE: Bonding Capacity.

To Whom It May Concern:

This will advise that United States Fire Insurance Company has served as Surety for Walker Design & Construction Co. since 2015. United States Fire Insurance Company stands ready to tender surety credit to Walker Design & Construction Co. in regard to all bid, performance and labor and material payment bonds up to $15,000,000 single project/$25,000,000 aggregate work program of which almost $20,000,000 is available.

This program is dependent upon the current financial condition of Walker Design & Construction Co. Should their financial condition change, this commitment will be altered. As always, United States Fire Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability if, for any reason, we do not execute such bonds.

United States Fire Insurance Company carries an A.M. Best Rating of A (Excellent) with a Financial Size Category of XIII ($1.25 Billion to $1.50 Billion).

If you need additional information, please give me a call.

Sincerely,

Dan Cusenza
Attorney-In-Fact

615 N. Capitol Avenue • Lansing, MI 48933 • Telephone 517-371-2300 • Fax 517-371-7121 • 800-686-2663
www.mourer-foster.com

SECTION 00400

BID SUBMISSION CHECKLIST

Project Name: Material Storage Bays at Main Water Treatment Plant

Bid Number: 2021B-007

Bidders Name: Walker Design & Construction

The following items must be submitted in the following order with your bid:

1. X Completed Section 00400 - Bid Submission Checklist
2. X Completed Section 00410 - Bid Form
3. X Completed Section 00430 - Bid Bond, complete with Power of Attorney
4. X Completed Section 00431 - Tabulation of Subcontractor and Suppliers
5. X Completed Section 00440 - Florida Trench Safety Act Certification
6. X Completed Section 00451 - Qualifications Statement
7. X Completed Section 00452 - Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
8. X Completed Section 00453 - Non-Collusive Affidavit
9. X Completed Section 00454 - Drug-Free Workplace Certificate
10. X Completed Section 00455 - Sworn Statement on Public Entity Crimes
11. X Completed Section 00456 – Scrutinized Companies
12. X Current Insurance Certificate showing that bidder can meet the insurance requirements per Section 10.10 of the Contract Agreement, Section 6.03 of the General Conditions.

Submit one (1) original document to the Village Clerk's Office. The original shall be clearly marked "Original".

Failure to provide the above listed items may result in your bid being deemed non-responsive.

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***VILLAGE OF PALM SPRINGS***

***C/O Kimberly Wynn, Village Clerk***

***226 Cypress Lane, Palm Springs, FL 33461***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum, Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| | |
|---|---|
| Lump Sum Bid Price | $ 56,725.00 |
| Lump Sum Contingency Allowance | $ 6,500.00 |
| **Total of All Lump Sums** | $ 63,225.00 |

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within **90** calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **120** calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1528883 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

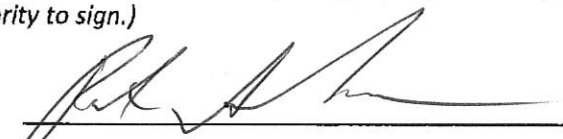
BIDDER: *[Indicate correct name of bidding entity]*

Walker Design & Construction

By:
*[Signature]* 

*[Printed name]* Patrick Graham

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]* 

*[Printed name]* Patrick Graham

Title: President

Submittal Date: 5-23-21

Address for giving notices:

2723 Pinewood Ave West Palm Beach FL 33407

Telephone Number: 561-247-7477

Fax Number:

Contact Name and e-mail address: Patrick Graham

patrick@walkerdc.com

Bidder's License No.: CGC1528883
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Walker Design & Construction Co.
2723 Pinewood Ave.
West Palm Beach, FL 33407

SURETY *(Name, and Address of Principal Place of Business)*:
Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER *(Name and Address)*:
Village of Palm Springs
226 Cypress Lane
Palm Springs, Fl. 33461

BID
Bid Due Date: May 26, 2021
Description *(Material Storage Bays at Main Water Treatment Plant)*: Construct a cast-in-place structure to serve as a material storage facility.

BOND
Bond Number: N/A
Date: May 26, 2021
Penal sum Five Percent of Bid (Words) $ 5% of Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| Walker Design & Construction Co. (Seal) | Travelers Casualty and Surety Company of America (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: Signature | By: Signature (Attach Power of Attorney) |
| Print Name | Dan Cusenza<br>Print Name |
| Title | Attorney-in-Fact<br>Title |
| Attest: Signature | Attest: Signature Heather Buonodono |
| Title | Title Bond Specialist |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint ventures, if necessary.*

TRAVELERS

**Travelers Casualty and Surety Company of America**
**Travelers Casualty and Surety Company**
**St. Paul Fire and Marine Insurance Company**

## POWER OF ATTORNEY

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Dan Cusenza** of **LANSING** , **Michigan** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this Instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **26th** day of **May** , **2021** .

_____
Kevin E. Hughes, Assistant Secretary

***To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.***
***Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.***

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent to the Owner through the Engineer.

| | **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|---|
| (1) | Titian Concrete - Suplier | Concrete Redimix |
| (2) | Pilot Steel - Supplier | Reinforcing Steel |
| (3) | | |
| (4) | | |
| (5) | | |
| (6) | | |
| (7) | | |

BIDDER: Walker Design & Construction

By: [signature]

Name: Patrick Graham

Title: President

Date: 5-24-21

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ 0 |
| 2. Special Shoring | $ 0 |

Identify method of compliance for Item #1: Not applicable

Identify or attach a copy of Special Shoring Requirements for Item #2: Not applicable

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Walker Design & Construction

By: _____

Name: Patrick Graham

Title: President

Sworn to and subscribed before me this 24 day of May, 2021.

_____
Notary Public

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

My Commission Expires: _____

# QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED BY:**

   Official Name of Firm: Walker Design & Construction

   Address: 2723 Pinewood Ave

   West Palm Beach, FL 33407

2. **SUBMITTED TO:** Village of Palm Springs

3. **SUBMITTED FOR:** ITB #2020B-007

   Owner: Village of Palm Springs

   Project Name: Material Storage Bays at Main Water Treatment Plant

   **TYPE OF WORK:** Construct A Cast-In-Place Structure to Serve as a Material Storage Facility

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Patrick Graham

   Title: President

   Phone: 561-247-7477

   Email: patrick@walkerdc.com

EJCDC® C-451, Qualifications Statement.
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5. **AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☒ CORPORATION

State of Organization: Florida

Date of Organization: June 1990

Executive Officers:

- President: Patrick Graham
- Vice President(s): Grady Graham

_____

_____

- Treasurer: Wendy Graham
- Secretary: Wendy Graham


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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____


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## 7. LICENSING

Jurisdiction: Florida

Type of License: Certified General Contractor

License Number: CGC1528883

Jurisdiction: _____

Type of License: _____

License Number: _____

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: Palm Beach County

Other (_____): _____

## 9. BONDING INFORMATION

Bonding Company: Travelers

Address: _____

_____

Bonding Agent: Mourer Foster

Address: 615 North Capitol Avenue

Lansing MI 48933

_____

Contact Name: John Foster

Phone: 517-371-2300

Aggregate Bonding Capacity: 25,000,000.00

Available Bonding Capacity as of date of this submittal: 22,000,000.00


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*__NOTE:__ AN __AFFIDAVIT__ WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: Bank of America

Address: 20431 Us Highway 441
Boca Raton, FL 33498

Account Manager: Eric Acosta

Phone: 561.383.1618

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☒ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Liston Gallimore

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 20 | EMR | .83 |
| YEAR | 19 | EMR | .83 |
| YEAR | 18 | EMR | .83 |
| YEAR | 17 | EMR | .97 |
| YEAR | 16 | EMR | 1.07 |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 20 | TRFR | 0 |
| YEAR | 19 | TRFR | 0 |
| YEAR | 18 | TRFR | 0 |
| YEAR | 17 | TRFR | 0 |
| YEAR | 16 | TRFR | 0 |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | 20 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 19 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 18 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 17 | TOTAL NUMBER OF MAN-HOURS | 62400 |
| YEAR | 16 | TOTAL NUMBER OF MAN-HOURS | 62400 |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 20 | DART | 0 |
| YEAR | 19 | DART | 0 |
| YEAR | 18 | DART | 0 |
| YEAR | 17 | DART | 0 |
| YEAR | 16 | DART | 0 |

## 13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Walker Design & Construction

BY: Patrick Graham

TITLE: President

DATED: 5-23-21

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 24 DAY OF May, 2021

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES:

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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## SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| PBSO Exterior Hardening | Name: James Lent<br>Address: 701 Northpoint 400 WPB FL 33407<br>Telephone: 203-733-7969 | Name: John<br>Company: Leo Daily<br>Telephone: 561-688-2111 | 4-2021 | Exterior Siding | In Prog. | $839,000.00 |
| MRH Cooling Tower Wind Retrofit | Name: Michelle Acherman<br>Address: 7235 Corporate Center Dr Miami FL 33126<br>Telephone: 786-535-6532 | Name: Charles Michelson<br>Company: Saltz Michelson Arch.<br>Telephone: 954-266-2700 | 3-2021 | Equipment Screens | In Prog. | $718,000.00 |
| Gator Run Elementary | Name: Carrie Pierrette<br>Address: 10145 NW 19th St Doral FL 33172<br>Telephone: 786-918-2751 | Name:<br>Company:<br>Telephone: | 12-2020 | Walkway Cover | In Prog. | $579,000.00 |
| Comstock Elementary | Name: Henry Schmid<br>Address: 8348 NW 56th St Doral FL 33166<br>Telephone: 305-592-0552 | Name: Laura Perez<br>Company: Laura Perez & Associates<br>Telephone: 305-642-9494 | 1-2021 | Walkway Cover | In Prog. | $163,000.00 |
| Geroge T Lohmeyer WWTP Renovations | Name: Alex Rio<br>Address: 100 N Andrews Ave Fort Lauderdale FL<br>Telephone: 954-828-5389 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 3-2020 | Gen Construction | In Prog. | $1,358,000.0 |
| WUD SROC Storage Pavillion | Name: Melissa Nicosia<br>Address: 101 Walker Ave Greenacres FL 33463<br>Telephone: 561-649-6705 | Name: Elizabeth Colome<br>Company: Colome & Associates<br>Telephone: 561-833-9147 | 5-2021 | PEMB | In Prog. | $636,000.00 |
| Plumosa Elementary | Name: Lizzet Price<br>Address: 426 Clematis St WPB FL 33401<br>Telephone: 561-282-3000 | Name: Jorge Luaces<br>Company: Song & Associates<br>Telephone: 561-655-2423 | 4-2021 | Walkway Cover | In Prog. | $209,000.00 |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Miami Dolphins Training Facility | Name: Todd Staley<br>Address: 347 Don Shular Dr Miami Gardens FL<br>Telephone: | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 8-2019 | PEMB | Done | $8,500,000.0( |
| Miami Dolphins Sod Farm | Name: Todd Staley<br>Address: 347 Don Shular Dr Miami Gardens FL<br>Telephone: | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 12-2018 | Gen Construction | Done | $850,000.00 |
| South Florida Water Management District Walkway | Name: Anthony Phillips<br>Address: 3301 Gun Club Rd WPB FL 33406<br>Telephone: 561-413-4812 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 4-2019 | Gen Construction | Done | $189,000.00 |
| Glen Eagles Golf Maintenance Facility | Name: Josh Weaver<br>Address: 601 N Congress 109 Delray Beach FL<br>Telephone: 561-276-9640 | Name:<br>Company: GE Architecture<br>Telephone: 561-276-6011 | 2-2020 | PEMB | Done | $991,000.00 |
| FXE Customs and Border Protection Canopy | Name: Alex Rio<br>Address: 100 N Andrews Ave Fort Lauderdale FL<br>Telephone: 954-828-5389 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 6-2019 | Gen Construction | Done | $518,000.00 |
| Tamarac WWTP Renovations | Name: Bill Lewis<br>Address: 10101 State St Tamarac FL 33321<br>Telephone: 654-597-3723 | Name: Abbas Zachria<br>Company: WZA Architects<br>Telephone: 954-522-4123 | 10-2018 | Reroof | Done | $103,000.00 |
| Crown of Life Church Renovations | Name: Jerry VonDeylen<br>Address:<br>Telephone: 317-460-9810 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 2-2019 | Gen Construction | Done | $1,400,000.0 |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Western Pines Gymnasium Reroof | Name: Jeremy Sullivan<br>Address: 101 Walker Ave Greenacres FL<br>Telephone: 561-649-6705 | Name: Jeremy Sullivan<br>Company: Robling Architecture Design<br>Telephone: 561-649-6705 | 10-2020 | Reroof | Done | $449,000.00 |
| Sem Tribe of FL Osceola Community Center Renos | Name: Jeff Trammel<br>Address:<br>Telephone: 239-913-8564 | Name: Samantha Strong<br>Company: Butler Manuf.<br>Telephone: 816-968-3635 | 2-2020 | Reroof | Done | $179,000.00 |
| Lyndal Lane Walkway Cover | Name: Shane Schans<br>Address:<br>Telephone: 561-644-1674 | Name: Pat Graham<br>Company: Walker Design & Construction<br>Telephone: 561-247-7477 | 8-2020 | Walkway Cover | Done | $144,000.00 |
| Washington Elementary Covered Play | Name: Tim Hawkins<br>Address: 1400 Centrepark Blvd WPB FL 33401<br>Telephone: 561-686-5511 | Name: Jeff Phillips<br>Company: BRPH Architects<br>Telephone: 321-254-7666 | 3-2021 | PEMB | Done | $71,000.00 |
| Odyssey Middle School Canopies | Name: Michael Oneil<br>Address: 125 Indiantown Rd Jupiter FL<br>Telephone: 561-748-5956 | Name: Jorge Luaces<br>Company: Song & Associates<br>Telephone: 561-655-2423 | 6-2020 | Walkway Cover | Done | $133,000.00 |
| Delray MXU Overhangs | Name: Dan Lawlor<br>Address:<br>Telephone: 561-808-9279 | Name: John Cunningham<br>Company: Zyscovich Arch.<br>Telephone: 407-674-1959 | 1-2021 | ACM Paneling | Done | $121,000.00 |
| Waterstone Resort Boca Raton | Name: Matt Lane<br>Address: 275 Madison Av New York NY<br>Telephone: 516-650-3430 | Name: Monica Fuentes<br>Company: EOA Architecture<br>Telephone: 305-444-0990 | 4-2121 | Gen Construction | Done | $102,000.00 |


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## SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| Skytrack 6000 Lift | 5-05-21 | Excellent | |
| Genie S60 | 6-30-20 | Excellent | |
| John Deere 970 | 2-10-19 | Used - Good | |
| Bobcat Mini E85 | 2-10-19 | Used - Good | |
| Ford F750 | 4-20-21 | New | |
| Big Tex 250 | 2-10-19 | New | |
| Bobcat T200 Skidsteer | 2-10-19 | Used - Good | |
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|
| none | | | | | |

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "Material Storage Bays at Main Water Treatment Plant," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Patrick Graham, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of Walker Design & Construction (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

RA Graham President

Subscribed and sworn to before me
this 23 day of May, 20 21

_____
Notary Public

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Walker Design & Construction (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

5-24-21
_____
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 23 day of May, 2021

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

SABRINA IGLARAN
Notary Public - State of Florida
Commission # HH 18966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

My Commission Expires _____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Patrick Graham, who, being by me first duly sworn, made the following statement:

1. The business address of Walker Design & Construction
(firm name of Bidder/Contractor)

is 2723 Pinewood Ave West Palm Beach FL 33407.

2. My relationship to Walker Design & Construction
(firm name of Bidder/Contractor)

is President.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 24 day of May, 2021.

_____
Notary Public

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Patrick Graham, on behalf of Walker Design & Construction (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
4. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
5. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By: _____
Name: Patrick Graham
Title: President
Date: 5-23-21

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was sworn to (or affirmed) and subscribed before this 24 day of May, 2021, by Pat Graham, who is the President of Walker Design & Const., who is personally known to me or who has produced _____ as identification.

NOTARY PUBLIC
Printed Name of Notary: _____
My Commission expires: _____

SABRINA IGUARAN
Notary Public - State of Florida
Commission # HH 38966
My Comm. Expires Sep 2, 2024
Bonded through National Notary Assn.

Ron DeSantis, Governor

Halsey Beshears, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

# GRAHAM, PATRICK MICHAEL

WALKER DESIGN & CONSTRUCTION CO.
2723 PINEWOOD AVE
WEST PALM BEACH FL 33407

**LICENSE NUMBER: CGC1528883**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# *State of Florida*
# *Department of State*

I certify from the records of this office that WALKER DESIGN & CONSTRUCTION CO. is a corporation organized under the laws of the State of Florida, filed on June 25, 1990.

The document number of this corporation is L82729.

I further certify that said corporation has paid all fees due this office through December 31, 2021, that its most recent annual report/uniform business report was filed on January 11, 2021, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of June, 2021***

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

**Tracking Number: 9623221646CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

WALKDES-02 MSLIGER

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/16/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: John Foster | |
|---|---|---|
| Mourer Foster, Inc<br>615 N. Capitol Ave.<br>Lansing, MI 48933 | PHONE (A/C, No, Ext): (517) 371-2300 | FAX (A/C, No): (517) 371-2174 |
| | E-MAIL ADDRESS: info@mourerfoster.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : Southern Owners Insurance | 10190 |
| INSURED | INSURER B : Owners Insurance | 32700 |
| Walker Design & Construction Co., Inc.<br>2715 Pinewood Ave.<br>West Palm Beach, FL 33407 | INSURER C : Argo Select | |
| | INSURER D : RLI Insurance Company | 13056 |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | CLAIMS-MADE X OCCUR | | | 06527546 | 10/1/2020 | 10/1/2021 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 50,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | POLICY X PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | X OTHER: EPLI | | | | | | Aggregate | $ 2,000,000 |
| B | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | 5252731000 | 10/1/2020 | 10/1/2021 | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | | | | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | 5252731001 | 10/1/2020 | 10/1/2021 | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N | | | | | | X PER STATUTE OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N / A | | 06280166 | 1/1/2021 | 1/1/2022 | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional Liabili | | | 121 AE 0165212 | 1/10/2020 | 1/31/2021 | Aggregate | 1,000,000 |
| D | Equipment Floater | | | ILM0705733 | 5/7/2020 | 5/7/2021 | Leased/Rented | 500,000 |

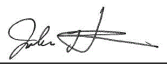
**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**





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**The ACORD name and logo are registered marks of ACORD**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A.** **Section II – Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations only as specified under a written contract (for purposes of this endorsement referred to as the "written contract") that requires that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", in the performance of the "Named Insured's" work for the additional insured and included in the "products-completed operations hazard" which was performed for that insured only as specified under the "written contract".

**B.** The insurance provided to additional insured by this endorsement is limited as follows:

**1.** The additional insured is covered only for such damages which are caused, in whole or in part, by the acts or omissions of the "Named Insured", or those acting on behalf of the "Named Insured", to which the additional insured is entitled to be indemnified by the "Named Insured" pursuant to the "written contract" and only for those sums that the additional insured is legally obligated to pay as damages under tort law principles to the injured party because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies, and in accordance with the stated policy limits and policy conditions. This coverage does not apply for defense or indemnity of the additional insured if state or federal law does not permit indemnification of the additional insured by the "Named Insured" for the claim of the third party.

**2.** The limits of insurance are those set forth in the policy and Declarations or those specified in the "written contract", whichever is less.

**C.** With respect to the insurance afforded to additional insured, the following exclusions are added:

**2. Exclusions**

**a.** The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

**(1)** The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; and

**(2)** Supervisory, inspection, architectural, or engineering services.

**b.** This insurance does not apply if the "written contract" was not executed by the "Named Insured" prior to the "occurrence" giving rise to the additional insured's potential liability.

**c.** This insurance does not apply to the additional insured's liability to indemnify, defend or hold harmless a third party.

**D. Other Insurance**

**1.** If specifically required by the written contract or agreement referenced in Paragraph A. above, any coverage provided by this endorsement to an additional insured shall be primary and any other valid and collectible insurance available to the additional insured shall be non-contributory with this insurance. If the written contract does not require this coverage to be primary and the additional insured's coverage to be non-contributory, then this insurance will be excess over any other valid and collectible insurance available to the additional insured.

**2.** Even if the requirements of paragraph 1. are met establishing this coverage as primary and the additional insured's coverage as being non-contributory, this coverage shall share with other insurance available to the additional insured which is conferred onto said person or organization by a separate additional insured endorsement. This cost sharing shall be pursuant to Section IV, paragraph 4.c., Method of Sharing.

**E. Definitions**

"Named Insured" is defined as the entity to whom the insurance policy is issued as shown on the Declarations.

# Palm Beach County
# Office of Equal Business Opportunity

Certifies That

## WALKER DESIGN & CONSTRUCTION CO.

Vendor # **VC0000101763**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from*

***April 08, 2021 to April 07, 2024***

The following services and/or products are covered under this certification:

**Carpentry Maintenance and Repair Services; Masonry, Concrete, and Stucco Maintenance, Finishing, and Repair Services Including Inside Concrete Sawing and Grouting Work; Metal Work, Decorative; Painting, Maintenance and Repair Services Including Caulking; Structural and Reinforcement Metal Work; Welding;**

Allen Gray, Manager

**04/08/2021**

**Palm Beach County Board of County Commissioners**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

**County Administrator**
Verdenia C. Baker



# PATRICK GRAHAM

## President- Walker Design and Construction
## President- Walaschek Asphalt Services

YEARS OF EXPERIENCE

17 Years

EDUCATION / TRAINING

B.S. Construction Management, Demolition Purdue University

In January 2018, Graham Construction Corp. of Saginaw purchased Southern Florida based General Contractor - Walker Design and Construction of Boca Raton, Florida. Walker is a leading design-build general contracting company serving south and central Florida for over 40 years. Divisions within Walker specialize in pre-engineered metal buildings and specialized aluminum fabrication/erection. Walker is one of Florida's largest contractors for pre-engineered metal buildings, and manufactured Butler Building Systems. Patrick Graham, is responsible for performing and overseeing all Florida estimating, project management and field operations.

In his short time with Walker, Patrick has successfully estimated and been awarded contracts for the following notable projects: Florida Panthers Training Facility, Miami Dolphins Indoor Practice Facility and Miami Dolphins Sod Farm. In 2020 Walker was awarded the Heavy Structures, award given by Butler Buildings for Notable Projects.

Patrick started out as a laborer for his father's company in Michigan, Graham Construction in 2003 and worked through the ranks as a laborer, carpenter, project engineer, manager and estimator. Upon graduation from Purdue, Patrick worked for Fort Lauderdale-based Baker Concrete, the largest concrete contractor in the world, estimating and managing several notable projects including the tallest building in Fort Lauderdale 100 Las Olas and the Hard Rock Cafe and Hotel in Miami.

In July 2020, Walker Design and Construction acquired Walaschek Asphalt Services. Walashek has been serving Southern Florida since 1950 and provides asphalt solutions for new and existing surfaces both commercially and residentially. Walaschek supplies and installs MU-MIX, a Heavy-Duty Protective Overlay, to your existing surface, restoring it to a like new condition. MU-MIX, formerly patented and currently Trademarked, is 70% more cost effective than asphalt removal and replacement and provides a traction coated, oil and gas resistant surface that lasts seven times longer than traditional sealcoating.

*"We are pleased to continue our expansion efforts in Florida. We believe that Florida is poised for growth in the coming years, and this transaction positions us favorably by expanding our services," said Patrick Graham.*

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
*Serving Palm Beach County*
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1060 HOLLAND DR Ste B
BOCA RATON, FL 33487

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| 23-0051 GENERAL CONTRACTOR | WALKER LEE M | CGC017631 | U20.555340 - 09/21/20 | $27.50 | B40131232 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201007540**
**EXPIRES: SEPTEMBER 30, 2021**

WALKER DESIGN & CONSTRUCTION CO
WALKER DESIGN & CONSTRUCTION CO
3399 FASHION SQUARE BLVD
SAGINAW MI 48603-2462

2 6 - 326

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

# CITY OF WEST PALM BEACH

DEPARTMENT OF DEVELOPMENT SERVICES

WEST PALM BEACH
Development Services

N11EZ

Attached is your 2020-2021 Business Receipt evidencing payment of fees for your Local Business Tax; Certificate of Use (if applicable); Sidewalk Café Permit (if applicable); and/or Extended Hours Alcohol Permit (if applicable).

Business Tax Receipt: This document, based on the business category codes listed below, is your Business Tax Receipt. THIS BUSINESS TAX RECEIPT MUST BE DISPLAYED ON THE PREMISES IN A PLACE WHERE IT MAY BE SEEN AT ALL TIMES (Sec. 82-160 City Code).

Certificate of Use: A certificate of use may be suspended or revoked in accordance with Sec. 22-39 of the City Code.

Sidewalk Café Permit: A sidewalk café permit requires compliance with the conditions in Secs. 78-345 and 78-347 of the City Code. A sidewalk café permit may be suspended or revoked pursuant to Sec. 78-348 of the City Code.

Extended Hours Alcohol Permit: An extended hours alcohol permit requires compliance with the conditions in Sec. 6-8 of the City Code and may be suspended or revoked as provided in said section.

FOR INFORMATION CALL (561) 805-6700 EMAIL businesstax@wpb.org HOURS 8:00 AM - 5:00 PM — MONDAY - FRIDAY

INSTRUCTIONS: PLEASE POST IN A CONSPICUOUS PLACE AT YOUR PLACE OF BUSINESS.

WEST PALM BEACH
Development Services

## CITY OF WEST PALM BEACH

2020 to 2021 BUSINESS RECEIPT

NOT TRANSFERABLE

CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

0000054485
WALKER DESIGN & CONSTRUCTION CO
2723 PINEWOOD AVE

GENERAL CONTRAC CG1524805

| BUS. TAX ID. | CATEGORY | DESCRIPTION | FEE |
|---|---|---|---|
| 101337 | 236220 | GENERAL CONTRACTOR | 86.81 |

EXPIRES SEPTEMBER 30, 2021

TOTAL➡ 86.81

** PAID 86.81 ** BAL ** 0.00

THIS DOCUMENT NOT VALID UNTIL FUNDS ARE COLLECTED

CITY OF WEST PALM BEACH
BUSINESS TAX DEPT.
P.O. BOX 3147
WEST PALM BEACH, FL. 33402

IMPORTANT! 2020 to 2021 BUSINESS RECEIPT ENCLOSED

WALKER DESIGN & CONSTRUCTION CO
3399 FASHION SQ BLVD
SAGNAW
MI
48603

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

SEE REVERSE SIDE FOR OPENING INSTRUCTIONS

**Walker Design & Construction Co.**

General Contractor

June 1, 2021

The Village of Palm Springs Florida

RE: Evidence of Authority to Sign

To whom it may concern please let this letter serve as evidence that Patrick Graham the President of Walker Design & Construction has legal authority for signing of all legal documentation and for binding the contractor Walker Design & Construction into agreements with its clients.

Sincerely,

Patrick Graham
President

2723 Pinewood Ave
West palm Beach, Florida 33407
Phone: 561-247-7477
www.walkerdesignco.com

OSHA's Form 300A (Rev. 04/2004)

# Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the .

Year 20 16

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of . . . (M) | | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

***Post this Summary page from February 1 to April 30 of the year following the year covered by the form.***

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name: Walker Design & Construction

Street: 1060 Holland Dr Ste B

City: Boca Raton State: FL Zip: 33487

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 21

Total hours worked by all employees last year: 32000

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title: VICE PRESIDENT

Phone 561 - 998 - 0001 Date 1 / 16 / 2017

Save Input

# OSHA's Form 300 (Rev. 04/2004)

# Log of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the . In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 16

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

**Please Record:**
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

**Reminders:**
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Walker Design & Construction

City: Boca Raton State: FL

| Step 1. Identify the person | | | Step 2. Describe the case | | | Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:) | | | | Step 4. Enter the number of days the injured or ill worker was: | | Step 5. Select one column: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Remained at Work | | | | | | Illness | | | |
| (A) Case no. | (B) Employee's name | (C) Job title *(e.g., Welder)* | (D) Date of injury or onset of illness *(e.g., 2/10)* | (E) Where the event occurred *(e.g., Loading dock north end)* | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill *(e.g., Second degree burns on right forearm from acetylene torch)* | Death (G) | Days away from work (H) | Job transfer or restriction (I) | Other record-able cases (J) | Away from work (K) | On job transfer or restriction (L) | (M) Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| Reset | | No injuries 2016 | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| **Page totals** ↵ | | | | | | | | | | 0 | 0 | | | | | | |

*Be sure to transfer these totals to the Summary page (Form 300A) before you post it.*

Add a Form Page

Page 1 of

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the .

Year 20 17

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

### Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

### Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

### Injury and Illness Types

| Total number of . . . (M) | | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form.**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

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City: Boca Raton State: FL Zip: 33487

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

| | | | | | |
|---|---|---|---|---|---|
| | | | | | |

### Employment information (*If you don't have these figures, see the Worksheet on the next page to estimate.*)

Annual average number of employees: 21

Total hours worked by all employees last year: 32000

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title: VICE PRESIDENT

Phone 561 - 998 - 0001 Date 1 / 16 / 2018

Save Input

# OSHA's Form 300 (Rev. 04/2004)

# Log of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the . In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 17

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

**Please Record:**
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

**Reminders:**
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name Walker Design & Construction

City Boca Raton State FL

| Step 1. Identify the person | | | Step 2. Describe the case | | | Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:) | | | | Step 4. Enter the number of days the injured or ill worker was: | | Step 5. Select one column: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Remained at Work | | | | | | (M) Illness | | | | | |
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness (e.g., 2/10) | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Job transfer or restriction (I) | Other record-able cases (J) | Away from work (K) | On job transfer or restriction (L) | Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| Reset | | No injuries 2017 | | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ____days | ____days | ○ | ○ | ○ | ○ | ○ | ○ |
| **Page totals** ↩ | | | | | | | | | | 0 | 0 | | | | | | |

*Be sure to transfer these totals to the Summary page (Form 300A) before you post it.*

Add a Form Page

Page 1 of

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 04/2004)

# Summary of Work-Related Injuries and Illnesses

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Year 20 18

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of . . . (M) | | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

***Post this Summary page from February 1 to April 30 of the year following the year covered by the form.***

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name: Walker Design & Construction

Street: 1060 Holland Dr Ste B

City: Boca Raton State: FL Zip: 33487

Industry description (*e.g., Manufacture of motor truck trailers*)

Construction

North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 21

Total hours worked by all employees last year: 32000

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title: VICE PRES.

Phone 561 - 998 - 0001 Date 1 / 16 / 2019

Save Input

# OSHA's Form 300 (Rev. 04/2004)

# Log of Work-Related Injuries and Illnesses

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**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 18

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

**Please Record:**
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
- *Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.*
- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

**Reminders:**
- *Complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*
- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Walker Design & Construction

City: Boca Raton State: FL

| Step 1. Identify the person | | | Step 2. Describe the case | | | Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome) | | | | Step 4. Enter the number of days the injured or ill worker was: | | Step 5. Select one column: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Remained at Work | | | | | | Illness | | | |
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness (e.g., 2/10) | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Job transfer or restriction (I) | Other record-able cases (J) | Away from work (K) | On job transfer or restriction (L) | (M) Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| Reset | | No injuries 2018 | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | | | ○ | ○ | ○ | ○ | | | ○ | ○ | ○ | ○ | ○ | ○ |
| | | | month / day | | | | | | | days | days | | | | | | |
| **Page totals** | | | | | | | | | | 0 | 0 | | | | | | |

*Be sure to transfer these totals to the Summary page (Form 300A) before you post it.*

Add a Form Page

Page 1 of

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300 (Rev. 04/2004)

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Year 20 19

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

**Please Record:**
- *Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.*
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- *Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.*

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- *Feel free to use two lines for a single case if you need to.*
- *Complete the 5 steps for each case.*

Establishment name: Walker Design & Construction

City: West Palm Beach State: FL

## Step 1. Identify the person

## Step 2. Describe the case

## Step 3. Classify the case

***SELECT ONLY ONE circle based on the most serious outcome:***

## Step 4.

***Enter the number of days the injured or ill worker was:***

## Step 5.

***Select one column:***

| | (A) Case no. | (B) Employee's name | (C) Job title *(e.g., Welder)* | (D) Date of injury or onset of illness *(e.g., 2/10)* | (E) Where the event occurred *(e.g., Loading dock north end)* | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill *(e.g., Second degree burns on right forearm from acetylene torch)* | Step 3: Remained at Work (G) Death | (H) Days away from work | (I) Job transfer or restriction | (J) Other record-able cases | Step 4: (K) Away from work | (L) On job transfer or restriction | Step 5: (M) Illness (1) Injury | (2) Skin disorder | (3) Respiratory condition | (4) Poisoning | (5) Hearing loss | (6) All other illnesses |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___days | ___days | ○ | ○ | ○ | ○ | ○ | ○ |
| | | | | | | **Page totals** ▶ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

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Add a Form Page

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# OSHA's Form 300A (Rev. 04/2004)

# Summary of Work-Related Injuries and Illnesses

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Year 20 19

U.S. Department of Labor
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*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of . . . (M) | | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

***Post this Summary page from February 1 to April 30 of the year following the year covered by the form.***

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### Establishment information

Your establishment name: Walker Design & Construction

Street: 2723 Pinewood Ave

City: West Palm Beach State: FL Zip: 33407

Industry description (*e.g., Manufacture of motor truck trailers*)

Contractor

North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 25

Total hours worked by all employees last year: 52,000.00

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Title: President

Phone: 561-247-7477 Date: 1-16-2020

Reset

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

**VILLAGE OF PALM SPRINGS**
**ITB NO. 2021B-007**

**MATERIAL STORAGE BAYS AT**
**MAIN WATER TREATMENT PLANT (WTP)**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Material Storage Bay at Main Water Treatment Plant (WTP)** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **10:00 A.M.** local time on **May 26, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **June 9, 2021 at 10:00 A.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment, and material for the construction of a cast-in-place concrete structure to serve as a material storage facility as described by the Drawings and Specifications. Generally, the work includes clearing, foundations, concrete work, site restoration, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents*.**

Invitation to Bid documents are available beginning **April 29, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-007 MATERIAL STORAGE BAY AT THE MAIN WATER TREATMENT PLANT (WTP)**."

A virtual **Pre-Bid Conference** will be held for this solicitation on **May 12, 2021 at 2:00 P.M.** Attendance at the pre-bid conference ***is not*** mandatory.

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The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference – May 12, 2021 at 2:00 P.M.**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: + 1 (213) 929-4212 Access: # 843-485-796
Registration URL:
https://attendee.gotowebinar.com/register/5188150483845482767 Webinar ID # 600-928-979

**Bid Opening – June 9, 2021 at 10:00 A.M.**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States + 1 (914) 614-3221 Access # 754-719-763
Registration URL
https://attendee.gotowebinar.com/register/5920873828689236240 Webinar ID # 722-884-539

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Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 21, 2021** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 29, 2021**

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

# ITB NO. 2021B-007
# Material Storage Bays at Main WTP - Bid Opening
# Virtual E-Bid Opening - June 9, 2021

**Staff Present:**
**Walter Sanchez, Project Manager**
**Kimberly Wynn, Village Clerk**

| NAME | Email Address<br>Contact | ADDRESS | BID AMOUNT |
|---|---|---|---|
| Boromei Construction, Inc | melissa@boromeiconstruction.com | 420B NW 3rd St.,<br>Okeechobee, FL 34972 | $ 99,755.00 |
| Florida Design Contractors | tclarke@floridadesigncontractors.com | 1326 South Killian Drive<br>Lake Park, FL 33403 | $ 149,621.00 |
| Straight Edge Concrete | tom@straightedge-concrete.com | 605 Belvedere Road Suite #5<br>West Palm Beach, FL 33405 | $ 101,938.00 |
| Walker Design | patrick@walkerdc.com | 2723 Pinewood Avenue<br>West Palm Beach, FL 33407 | $ 63,225.00 |

**Meeting Start: 10:00 AM**
**Meeting End: 10:05 AM**

# Technical Specifications for Material Storage Facility at Main Water Plant Village Project No. RJB-G01

**Village of Palm Springs**

**Palm Beach County, Florida**

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|---|---|---|
| 03100 | Concrete Formwork and Accessories | 13 |
| 03200 | Concrete Reinforcement | 5 |
| 03300 | Cast-In-Place Concrete | 20 |


## DIVISION 4: MASONRY

[NOT USED]

## DIVISION 5: METALS


| | | |
|---|---|---|
| 05521 | Handrails Railings-Bollards | 3 |


## DIVISION 6: WOODS

[NOT USED]

## DIVISION 7: THERMAL AND MOISTURE PROTECTION

[NOT USED]

## DIVISION 8: DOORS AND WINDOWS

[NOT USED]

## DIVISION 9: FINISHES

[NOT USED]

## DIVISION 10: SPECIALTIES

[NOT USED]

## DIVISION 11: EQUIPMENT

[NOT USED]

## DIVISION 12: FURNISHINGS

[NOT USED]

## DIVISION 13: BUILDING

[NOT USED]

## DIVISION 14: CONVEYING SYSTEMS

[NOT USED]

## DIVISION 15: MECHANICAL

[NOT USED]

## DIVISION 16: ELECTRICAL

[NOT USED]

**END OF DIRECTORY**

SECTION 01010 SUMMARY OF WORK

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: This SECTION summarizes the WORK of the Project as covered in detail in the complete Contract Documents. This is a general summary and is not intended to be complete and all inclusive of the required WORK items.

1.02 SUBMITTALS: Submittals shall be in accordance with SECTION 01300.

1.03 PROJECT DESCRIPTION:

A. Description of Project: Construct a cast in place structure to serve as a material storage facility within the property of the Village of Palm Springs Main Water Plant, located at 360 Davis Road. The work includes, but is not limited to, site work and construction of cast in place structure. The CONTRACTOR shall coordinate with the VILLAGE's representative for access to the site.

1.04 CONTRACTOR'S USE OF PREMISES:

A. During construction activities, the CONTRACTOR shall be responsible for maintaining all access roads in good condition, including grading and drainage.

1.05 THE VILLAGE'S USE OF PREMISES:

A. The VILLAGE reserves the right to occupy and to place and install equipment in areas of the Project, prior to Substantial Completion provided that such occupancy does not interfere with completion of the WORK. Such placing of equipment and partial occupancy shall not constitute acceptance of the WORK.

1.06 WORK SEQUENCE, COORDINATION ACTIVITIES AND SCHEDULED DATES:

A. General: The CONTRACTOR shall coordinate its WORK with other adjacent contractors, landowners and THE VILLAGE'S activities, with specific attention to access and staging areas. Construction sequence shall be determined by CONTRACTOR subject to the needs for continuous access and operation by THE VILLAGE.

END OF SECTION

SECTION 01015 DEFINITIONS AND STANDARDS

**PART 1 - GENERAL**

1.01 SCOPE:

A. Definitions:

1. A substantial amount of the Technical Specification (specification) language constitutes definitions for terms found in other areas of the Contract Documents including the Drawings, which must be recognized as diagrammatic in nature and not completely descriptive of all requirements necessary.

2. Certain terms used in the Contract Documents are defined in the General Terms & Conditions. Definitions and explanations are not necessarily either complete or exclusive but are general for the WORK.

3. The term “THE VILLAGE”, as used in these specifications, is further defined as the Village of Palm Springs or the Village of Palm Spring’s authorized representative, which may include, but is not limited to, the Design Engineer, Project Manager or Construction Manager.

B. General Requirements: General requirements are the provisions or requirements of Division 1 SECTIONs which apply to the entire WORK of the Contract.

1.02 FORMAT AND SPECIFICATION EXPLANATIONS:

A. Format Explanation: The format of principal portions of these specifications can be described as follows, although other portions may not fully comply and no particular significance will be attached to such compliance or noncompliance.

1. SECTIONs and DIVISIONs: For convenience, the basic unit of the specification text is a "SECTION", each unit of which is named and numbered. These are organized into related families of sections, and various families of sections are organized into "DIVISIONs", which are recognized as the present industry consensus on uniform organization and sequencing of specifications. The SECTION title is not intended to limit meaning or content of SECTION, nor to be fully descriptive of requirements specified therein, nor to be an integral part of the text.

2. SECTION Numbering: Used for identification and to facilitate cross-references in theContract Documents. SECTIONs are placed in numeric sequence; however, the numbering is not sequential, and listing of SECTIONs in Table of Contents at the beginning of the Technical Specifications must be consulted to determine numbers and names of specification SECTIONs in these Contract Documents.

3. Page Numbering: Numbered independently for each SECTION. The SECTION number is shown with the page number at bottom of each page to facilitate location of the text.

4. Parts: Each SECTION of these specifications generally has been subdivided into three (3) basic parts for uniformity and convenience (Part 1 "General", Part 2 "Products", and Part 3 "Execution"). These parts do not limit the meaning of the text within. Some SECTIONs may not contain all three parts when not applicable, or may contain more than three parts to add clarity to organization of the SECTION.

5. Imperative Language: Used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the CONTRACTOR. For clarity of reading, at certain locations contrasting subjective language is used to describe responsibilities which must be fulfilled by the CONTRACTOR or, when so noted, by others.

6. Trades: Except as otherwise specified or indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or

unionized tradesperson of corresponding generic name (such as "carpenter"), nor that the specified requirements apply exclusively to work by tradespersons of that corresponding generic name.

B. Specification Content: Because of methods by which this Project specification has been produced, certain general characteristics of contents and conventions in use of language are explained as follows:

1. Specifying Methods: The techniques or methods of specifying requirements varies throughout the text, and may include "prescriptive", "compliance with standards", "performance", "proprietary", or a combination of these. The method used for specifying one unit of work has no bearing on requirements for another unit of work.

2. Overlapping and Conflicting Requirements: Where compliance with two (2) or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, notify the VILLAGE for a decision, as specified in the General Terms & Conditions.

3. Abbreviations: Throughout the Contract Documents are abbreviations implying words and meanings which will be appropriately interpreted. Specific abbreviations have been established, principally for lengthy technical terminology, and in conjunction with coordination of specification requirements, with notations on the Drawings and in schedules. These are normally defined at first instance of use. Organizational and association names and titles of general standards are also abbreviated.

1.03 DRAWING SYMBOLS:

A. Except as otherwise indicated, graphic symbols used on the Drawings are those symbols generally recognized in the construction industry for the purposes indicated. Refer instances of uncertainty to the VILLAGE for clarification.

1.04 INDUSTRY STANDARDS - APPLICABILITY:

A. Applicable standards of the construction industry have the same force and effect, and are made a part of the Contract Documents by reference, as if copied directly into the Contract Documents, or as if published copies were bound herewith. Referenced standards referenced directly in the Contract Documents or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

SECTION 01020 MEASUREMENT AND PAYMENT

**PART 1 - GENERAL**

1.01 SCOPE:

A. LUMP SUM CONTRACT: Unless indicated on the Contract Documents, all work indicated on the Contract Drawings and specified in the Bid Documents and Contract shall be included in the Contract Sum indicated on the Bid Form. The following is a description of the WORK listed in the Bid Form and is not intended to be complete and all-inclusive of the required work items. The WORK shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

1. Bid Item A. Village Task Order #258, Material Storage Facility at Main Water Treatment Plant

1.02 BASIS FOR PAYMENTS:

A. The above descriptions generally outline the scope of work required for those elements of the WORK to be paid for under each lump sum item listed in the Bid Form.

1.03 PAYMENTS:

A. Payments shall be in accordance with the provisions of the contract.

END OF SECTION

SECTION 01050 FIELD ENGINEERING AND SURVEYING

**PART 1 - GENERAL (See General Terms & Conditions Article 4.05 "Reference Points.")**

1.01 SCOPE:

A. Summary of Work:

1. The CONTRACTOR shall engage a Professional Engineer of the discipline required, registered in the State of Florida, to perform engineering services for temporary facilities including the design of shoring systems, shores, earth and water retaining systems, forms, temporary erection supports, and similar items provided by the CONTRACTOR as part of its means and methods of construction.

2. The CONTRACTOR shall engage a Professional Surveyor and Mapper licensed in the State of Florida to perform all necessary construction layout surveys, horizontal and vertical control, As-Built (Record) Surveys, and Topographic Surveys in accordance with Chapter 472.027 of the Florida Statues and Chapter 5J-17 Florida Administrative Code (FAC) and these specifications.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 01700 – Contract Closeout
3. SECTION 02200 – Earthwork

1.02 SUBMITTALS:

A. Submit in accordance with SECTION 01300.

**PART 2 - CONTRACTOR CONSTRUCTION LAYOUT SURVEY**

2.01 DESCRIPTION: In connection with this WORK, the CONTRACTOR shall be responsible for:

A. Performing all construction layout survey tasks as necessary for construction and satisfactory completion of the WORK.

B. Verifying benchmark elevations by running a level loop between a minimum of two (2) Project vertical control points prior to the construction layout survey or establishing Project elevation data and/or new benchmarks where necessary.

C. Completing all leveling under the supervision of a Florida licensed Professional Surveyor and Mapper.

Drawings, or specifications shall be called to the attention of the VILLAGE by the CONTRACTOR for correction or interpretation prior to proceeding with the WORK.

C. The CONTRACTOR shall be responsible for the placement, referencing, and preservation of all survey control points, whether set or found on the Project. All boundary corners (i.e. section corners, fractional section corners, similar Project survey monumentation) that may be lost, destroyed or disturbed during construction shall be carefully replaced and referenced by a Florida licensed Professional Surveyor and Mapper.

D. The supervision of the CONTRACTOR's construction surveying personnel shall be the responsibility of the CONTRACTOR; any deficient surveying layout or construction WORK which may be the result of inaccuracies in construction layout survey operations or failure to report inaccuracies found in WORK shall be corrected at the expense of the CONTRACTOR.

E. Station Identification: On linear elements of construction (such as levees, canals, and similar items) the CONTRACTOR shall place temporary identifying signs at intervals no greater than 500 feet using four (4) foot sections of one (1) inch by four (4) inches lumber driven into the ground. The signs shall identify the station at that location.

F. In order to expedite the commencement of construction operations, the construction layout survey operation may commence prior to the issuance of the Notice to Proceed. The CONTRACTOR shall obtain written approval of the VILLAGE prior to commencing construction layout survey.

2.03 SURVEY STANDARDS: If the vertical and horizontal data needs to be established at the Project Site, the CONTRACTOR shall follow the following standards:

A. Vertical Data:

1. All vertical data shall be collected and displayed in North American Vertical Datum 88 (NAVD 88)**.** All Vertical elevation control level runs shall start and end on National Geodetic Survey (NGS) Second Order or higher VILLAGE approved vertical control monuments. The CONTRACTOR shall use a minimum of two (2) different NGS Second Order or VILLAGE approved published benchmarks that are a minimum of one-half mile apart. The level run(s) between monuments must close on each other. If the monuments do not close on each other the surveyor shall re-do the level runs or use another NGS monument until the two (2) monuments used in the level run close. The level run shall close to within 0.03 feet √miles (0.03 feet times the square root of the distance in miles).

B. All Vertical elevation control level runs shall start and end on National Geodetic Survey (NGS) Second Order or higher VILLAGE approved vertical control monuments.

C. Horizontal Data (State Plane Coordinates):

1. All horizontal data shall be collected in and based on the North American Datum (NAD 1983/2007) adjustment or higher. Horizontal coordinate control shall be established from existing NGS or VILLAGE approved Second Order control or higher in the area by using a minimum of conventional NGS Third Order field observation procedures. All horizontal work shall be done in the same horizontal adjustment (no mixing of the adjustments). Once the horizontal datum has been established it shall not change for the life of the project.

2.04 RECORDS AND SUBMITTALS:

A. Submittals shall be in accordance with SECTION 01300.

B. Provide THE VILLAGE a copy of the designs described in Paragraph 1.01 signed and sealed by the Florida registered Professional Engineer in charge of the Project.

C. Records/As-builts:

1. The CONTRACTOR shall provide two (2) set of conventional certified As-Built Survey overlaid on the Drawings.

2. The CONTRACTOR shall provide a single PDF file with all data attached to that file and bookmark the As-Built on CD or thumbdrive.

3. The CONTRACTOR shall provide single AutoCAD (version 2010 or later) digital files for each of the certified hard copies.

END OF SECTION

SECTION 01065 PERMITS AND FEES

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work:

1. Unless otherwise specified, the CONTRACTOR shall obtain and pay for all permits and licenses related to the WORK. Village permits for this project will be at no cost to the Contractor.

2. The CONTRACTOR will be issued copies of all permits obtained by the VILLAGE at the pre-construction conference. A copy of the permits shall be posted at the Site at all times during construction. The CONTRACTOR shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.

3. The WORK shall be conducted, and shall result in construction of the improvements of the Project, in full accordance with the conditions of the permits granted for the Project.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

SECTION 01071 STANDARD REFERENCES

Wherever used in the project manual, the following abbreviations will have the meanings listed:

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| AA | Aluminum Association Incorporated<br>818 Connecticut Avenue, NW<br>Washington, DC 20006 |
| AABC | Associated Air Balance Council<br>1518 K Street NW<br>Washington, DC 20005 |
| AAMA | American Architectural Manufacturers Association<br>2700 River Road, Suite 118<br>Des Plaines, IL 60018 |
| AASHTO | American Association of State Highway and Transportation Officials<br>444 North Capitol Street, NW, Suite 225<br>Washington, DC 20001 |
| ABMA | American Bearing Manufacturers Association<br>2025 M Street, NW Suite 800<br>Washington, DC 20036 |
| ACI | American Concrete Institute<br>38800 Country Club Drive<br>Farmington Hills, MI, 48331 |
| AEIC | Association of Edison Illuminating Companies<br>600 18th Street N<br>Birmingham, Al 35203 |
| AFBMA | Anti-Friction Bearing Manufacturers Association |
| AGA | American Gas Association<br>400 N. Capital Street, NW Suite 450<br>Washington, DC 20001 |
| AGMA | American Gear Manufacturer's Association<br>500 Montgomery Street, Suite 350<br>Alexandria, VA 22314 |
| AHA | American Hardboard Association<br>1210 West Northwest Hwy<br>Palatine, IL 60067 |
| AISC | American Institute of Steel Construction<br>One East Wacker Drive, suite 700<br>Chicago, IL 60601 |
| AISI | American Iron and Steel Institute<br>1000 16th Street, NW<br>Washington, DC 20036 |

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|---|---|
| AITC | American Institute of Timber Construction<br>333 West Hampden Avenue<br>Englewood, CO 80110 |
| ALSC | American Lumber Standards Committee<br>P. O. Box 210<br>Germantown, MD 20874 |
| AMCA | Air Movement and Control Association, Inc.<br>30 West University Drive<br>Arlington Heights, IL 60004 |
| ANSI | American National Standards Institute, Inc.<br>25 West 43rd Street<br>New York NY 10036 |
| APA | American Plywood Association<br>P.O. Box 11700<br>Tacoma, WA 98411 |
| API | American Petroleum Institute<br>1220 L Street, NW<br>Washington, DC 20005 |
| AHRI | Air-Conditioning Heating and Refrigeration Institute<br>1814 North Fort Myer Drive<br>Arlington, VA 22209 |
| ASCE | American Society of Civil Engineers<br>345 East 47th Street<br>New York, NY 10017 |
| ASCII | American Standard Code for Information Interchange<br>United States of America Standards Institute<br>10 East 40th Street<br>New York, NY 10016 |
| ASE | American Standard Safety Code for Elevators,<br>Dumbwaiter and Escalators<br>American National Standards Institute/ASME A17.1/CSA B44<br>1430 Broadway<br>New York, NY 10018 |
| ASHRAE | American Society of Heating, Refrigeration and Air Conditioning Engineers<br>United Engineering Center<br>1791 Tullie Circle, N.E.<br>Atlanta, GA 30329 |
| ASME | American Society of Mechanical Engineers<br>Three Park Avenue<br>New York, NY 10016 |
| ASTM | American Society for Testing and Materials<br>1916 Race Street<br>Philadelphia, PA 19103 |

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| AWPA | American Wood Preservers Association<br>P.O. Box 361784<br>Birmingham, AL 35236 |
| AWPB | American Wood Preservers Bureau<br>7962 Conell Court<br>P. O. Box 5283<br>Lorton, VA 22079 |
| AWPI | American Wood Preservers Institute<br>1945 Old Gallows Road, Suite 150<br>Vienna, VA 22182 |
| AWI | Architectural Woodwork Institute<br>46179 Westlake Drive, Suite 120<br>Potomac Falls, VA 20165 |
| AWS | American Welding Society<br>550 NW Lejune Road<br>Miami, FL 33126 |
| AWWA | American Water Works Association<br>6666 West Quincy Avenue<br>Denver, CO 80235 |
| BHMA | Builders Hardware Manufacturers Association<br>355 Lexington Avenue, 17th Floor<br>New York, NY 10017 |
| BOCA | Building Officials and Code Administrators<br>17926 Halstead<br>Homewood, IL 60430 |
| CBMA | Certified Ballast Manufacturers Association<br>2120 Keith Building<br>Cleveland, OH 44115 |
| CMAA | Crane Manufacturers Association of America<br>(Formerly called: Overhead Electrical Crane Institute) (OECI)<br>8720 Reds Oak Bloulevard, Suite 201<br>Charlotte, NC 28217 |
| CRSI | Concrete Reinforcing Steel Institute<br>933 North Plum Grove Road<br>Schaumburg, IL 60173 |
| CSA | Canadian Standards Association<br>155 Queen Street, Suite 1300<br>Ottawa, Ontario, CA K1P6L1 |
| DEMA | Diesel Engine Manufacturer's Association<br>122 East 42nd Street<br>New York, NY 10017 |

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| DHI | Door Hardware Institute<br>14150 Newbrook Drive, Suite 200<br>Chantilly, VA 20151 |
| DIS | Division of Industrial Safety<br>California Department of Industrial Relations<br>2422 Arden Way<br>Sacramento, CA 95825 |
| EEI | Edison Electric Institute<br>701 Pennsylvania Avenue, NW<br>Washington, DC 20004 |
| EIA | Electronic Industries Alliance<br>2001 Eye Street, NW<br>Washington, DC 20006 |
| EJMA | Expansion Joint Manufacturer's Association<br>25 North Broadway<br>Tarrytown, NY 10591 |
| EPA | Environmental Protection Agency<br>Region 4<br>Sam Nunn Atlanta Federal Center<br>61 Forsyth Street, SW<br>Atlanta, GA 30303-3104 |
| ESO | Electrical Safety Order, California Administrative Code, Title 8, Chap. 4, Subarticle 5<br>Office of Procurement, Publications Section<br>P. O. Box 20191<br>8141 Elder Creek Road<br>Sacramento, CA 95820 |
| FAC | Florida Administrative Code |
| FEDSPEC | Federal Specifications<br>General Services Administration Specification and Consumer Information<br>Distribution Branch<br>Washington Navy Yard, Bldg. 197<br>Washington, DC 20407 |
| FEDSTDS | Federal Standards (see FEDSPECS) |
| FM | Factory Mutual Research<br>1151 Boston-Providence Turnpike<br>Norwood, MA 02062 |
| GANA | Glass Association of North America<br>800 SW Jackson Street, Suite 1500<br>Topeka, Kansas 66612 |
| HEI | Heat Exchange Institute<br>1300 Summer Avenue<br>Cleveland, OH 44115 |

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| HI | Hydraulic Institute<br>1230 Keith Building<br>Cleveland, OH 44115 |
| HPVA | Hardwood Plywood and Veneer Association<br>1825 Michael Faraday Drive<br>Reston, VA 20190 |
| IAPMO | International Association of Plumbing and Mechanical Officials<br>5001 E. Philadelphia Street<br>Ontario, CA 91761 |
| ICBO | International Conference of Building Officials<br>5360 South Workman Mill Road<br>Whittier, CA 90601 |
| ICEA | Insulated Cable Engineers Association<br>P. O. Box P<br>South Yarmouth, MA 02664 |
| ICRI | International Concrete Repair Institute<br>10600 West Higgins Road, Suite 607<br>Rosemont, IL 60018 |
| IEEE | Institute of Electrical and Electronics Engineers, Inc.<br>3 Park Avenue, 17th Floor<br>New York, NY 10016-5997 |
| IES | Illuminating Engineering Society<br>c/o United Engineering Center<br>120 Wall Street Floor 17<br>New York, NY 10005 |
| ISA | Instrument Society of America<br>67 Alexander Drive<br>Research triangle Park, NC 27709 |
| ISO | International Organization for Standardization<br>1, ru de Varembé,<br>Case Postale 56<br>CH-1211 Genna 20,<br>Switzerland |
| JIC | Joint Industrial Council<br>7901 Westpark Drive<br>McLean, VA 22101 |
| MFMA | Metal Framing Manufacturers Association<br>401 Michigan Avenue<br>Chicago, IL 60611 |
| MILSPEC | Military Specifications<br>Naval Publications and Forms Center<br>5801 Tabor Avenue<br>Philadelphia, PA 19120 |

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| MSS | Manufacturers Standardization Society of the Valve and Fittings Industry, Inc.<br>127 Park Avenue, N.E.<br>Vienna, VA 22180 |
| NAAMM | National Association of Architectural Metal Manufacturers<br>800 Roosevelt rd bldg C, Suite 312<br>Glen Ellyn, IL 60137 |
| NACE | National Association of Corrosion Engineers<br>P. O. Box 986<br>Katy, TX 77450 |
| NEC | National Electrical Code<br>National Fire Protection Association<br>470 Atlantic Avenue<br>Boston, MA 02210 |
| NECA | National Electrical Contractors Association<br>3 Bethesda Metro Center, Suite 1100<br>Bethesda, MD 20814 |
| NELMA | Northeastern Lumber Manufacturers Association, Inc.<br>272 Turtle Road<br>P. O. Box 87A<br>Cumberland Center, ME 04021 |
| NEMA | National Electrical Manufacturer's Association<br>1300 N. 17th Street, Suite 1752<br>Rosslyn, VA 22209 |
| NESC | National Electric Safety Code<br>American National Standards Institute<br>1430 Broadway<br>New York, NY 10018 |
| NETA | InterNational Electrical Testing Association<br>3050 Old Centre Avenue, Suite 102<br>Portage, MI 49024 |
| NFP | National Forest Products Association (Formerly National Lumber Manufacturer's Association)<br>1619 Massachusetts Avenue<br>Washington, DC 20036 |
| NFPA | National Fire Protection Association<br>Batterymarch Park<br>Quincy, MA 02269 |
| NHLA | National Hardwood Lumber Association<br>P. O. Box 34518<br>Memphis, TN 38184-0518 |
| NIST | National Institute of Standards and Technology<br>100 Bureau Drive, Suite 1070<br>Gaithersburg, MD 20899-1070 |

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| NSF | National Sanitation Foundation<br>P.O. Box 130140<br>789 N. Dixoboro Road<br>Ann Arbor, MI 48113 |
| OSHA | Occupational Safety and Health Act<br>U.S. Department of Labor<br>Occupational and Health Administration<br>San Francisco Regional Office<br>200 Constitution Avenue<br>Washington, DC 20210 |
| PCI | Prestressed Concrete Institute<br>200 W. Adams Street, Suite 2100<br>Chicago, IL 60606 |
| PPIC | The Plumbing & Piping Industry Council, Inc.<br>135 Calle Catalina Place<br>Houston, TX 77007 |
| RIS | Redwood Inspection Service<br>California Redwood Association<br>818 Grayson Road, Suite 201<br>Pleasant Hill, CA 94523 |
| RLM | Reflector and Lamp Manufacturers Standard Institute |
| RMA | Rubber Manufacturers Association<br>1400 K Street<br>Washington, DC 20005 |
| SAE | Society of Automotive Engineers<br>400 Commonwealth Drive<br>Warrendale, PA 15096 |
| SBC | Standard Building Code<br>Published by SBCCI |
| SMC | Standard Mechanical Code<br>Published by SBCCI |
| SBCCI | Southern Building Code Congress International<br>1116 Brown-Marx Building<br>Birmingham, AL 35203 |
| SCMA | Southern Cypress Manufacturers Association<br>805 Sterick Bldg.<br>Memphis, TN 38103 |

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| SDI | Steel Door Institute<br>30200 Detroit road<br>Westlake, OH 44145 |
| SMACNA | Sheet Metal and Air Conditioning Contractors<br>National Association, Inc.<br>4201 Lafayette Center Drive<br>Chantilly, VA 20151 |
| SPC | Society for Protective Coatings<br>40 24th Street, 6th Floor<br>Pittsburgh, PA 15222 |
| SPI | Society of the Plastics Industry, Inc.<br>1667 K Street, NW Suite 1000<br>Washington, DC 20006 |
| SPIB | Southern Pine Inspection Bureau<br>P.O. Box 10915<br>Pensacola, Fl 32524 |
| SSPC | The Society for Protective Coatings<br>(formerly called: Steel Structures Painting Council)<br>40 24th Street, 6th Floor<br>Pittsburgh, PA 15222-4656 |
| SSPWC | Standard Specifications for Public Works Construction<br>Building News, Inc.<br>3055 Overland Avenue<br>Los Angeles, CA 90034 |
| TEMA | Tubular Exchanger Manufacturer's Association<br>3251 Corte Malpaso, Suite 507<br>Camarillo, CA 93012 |
| UL | Underwriters Laboratories Inc.<br>2600 NW Lake Road<br>Camas, WA 98607 |
| USBR | Bureau of Reclamation<br>U.S. Department of Interior<br>Engineering and Research Center<br>Denver Federal Center, Building 67<br>Denver, CO 80225 |
| USACE | United States Army Corps of Engineers<br>Jacksonville District<br>P. O. Box 4970<br>Jacksonville, FL 32232-0019 |
| WCLIB | West Coast Lumber Inspection Bureau<br>6980 SW Varns Street<br>P. O. Box 23145<br>Tigard, OR 97223 |

WWPA Western Wood Products Association
(Formerly called: West Coast Lumbermen's Association (WCLA))
522 SW 5th Avenue, Suite 500
Portland, OR 97204

END OF SECTION

SECTION 01200 PROJECT MEETINGS AND REPORTS

**PART 1 - GENERAL**

1.01 SCOPE

A. Summary of Work: This SECTION includes the following administrative and procedural requirements:

1. Project Meetings:
    a. Preconstruction conference
    b. Progress meetings
2. Schedules and Reports:
    a. Initial coordination submittals
    b. Construction Schedules
    c. Special reports

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals

1.02 SUBMITTALS:

A. All submittals shall be made in accordance with SECTION 01300.

1.03 PROJECT MEETINGS:

A. Pre-construction Conference

1. The VILLAGE will administer a pre-construction conference within ten (10) days after the Effective Date of the Agreement, to review items stated in the following agenda and to establish a working understanding between the parties as to their relationships during conduct of the WORK.
2. The Preconstruction conference shall be attended by:
    a. The CONTRACTOR and his Project Superintendent
    b. Representatives of principal Subcontractors and Suppliers
    c. Engineer and his Resident Project Representative if any
    d. The VILLAGE or its representative
    e. Other affected parties determined by the VILLAGE
3. Agenda:
    a. Projected Construction Schedules
    b. Critical Work sequencing
    c. Designation of responsible personnel
    d. Project coordination
    e. Procedures and Processing of:
        i. Field decisions
        ii. Substitutions

iii. Submittals

iv. Change Orders

v. Applications for payment

f. Procedures for testing

g. Procedures for maintaining record documents

h. Use of Premises:

i. Office, work and storage areas

ii. The VILLAGE's requirements

i. Construction facilities, controls, and construction aids

j. Safety and first aid

k. Security

l. Requirements of any permits obtained by the VILLAGE and/or the CONTRACTOR

4. Location of Meeting: Project Manager to Determine

B. Progress Meetings:

1. The CONTRACTOR will administer a progress meeting a minimum of twice each month (every two (2) weeks) and at other times requested by the VILLAGE. The CONTRACTOR, Engineer and all Subcontractors active on the Site shall be represented at each meeting. The CONTRACTOR may request attendance by representatives of his Suppliers and other Subcontractors, or other entities concerned with the Project or involved with the planning, coordination or performance of future Project activities. All participants in the meeting shall be familiar with the Project and authorized to conclude matters relating to the WORK.

2. The CONTRACTOR and each Subcontractor shall be prepared to report on and discuss the current construction progress, any anticipated future changes to the Construction Schedule, and advise if their current progress, and anticipated future schedules are compatible with the WORK.

3. If one Subcontractor is delaying another, the CONTRACTOR shall direct such changes as are necessary for those involved to mutually agree on the Construction Schedule changes in the best interest of construction progress.

4. Agenda

a. Review of construction progress since previous meeting

b. Field observations, interface requirements, conflicts

c. Issues which may impede the Construction Schedule

d. Off-site fabrication

e. Delivery schedules

f. Submittal schedules and status

g. Site utilization

h. Temporary facilities and services

i. Hours of Work

j. Hazards and risks

k. Housekeeping

l. Quality and Work standards

m. Change orders

n. Documentation of information for payment request

o. Corrective measures and procedures to regain projected schedule, if necessary

p. Revisions to the Construction Schedule

q. Progress and schedule during the succeeding WORK period

r. Review proposed changes for:

i. Effect on the Construction Schedule and on the Completion Date

ii. Effect on the other contracts of the Project

s. Other business

5. Location of Meetings: Project Manager to Determine

6. Reporting: After each meeting, minutes of the meeting will be distributed by the CONTRACTOR to each party present and to parties who should have been present.

C. Special Reports:

1. When an event of an unusual and/or significant nature occurs at the Site, a special report shall be prepared and submitted by the CONTRACTOR to the VILLAGE. List the chain of events, persons participating, the response by CONTRACTOR's personnel, an evaluation of the results or effects, and similar pertinent information.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

SECTION 01300 SUBMITTALS

## PART 1 - **GENERAL**

### 1.01 SCOPE:

A. Summary of Work: This SECTION includes definitions, descriptions, transmittal, and review of "Compliance" and "Miscellaneous" Submittals.

B. Related Work Specified Elsewhere:

1. SECTION 01700 - Contract Closeout

### 1.02 GENERAL INFORMATION:

A. Definitions:

1. Compliance Submittals include Shop Drawings, product data, and samples which are prepared by the CONTRACTOR, Subcontractor, MANUFACTURER, or Supplier and submitted by the CONTRACTOR to the VILLAGE as a basis for approval of the use of Equipment and Materials proposed for incorporation in the WORK or needed to describe installation, operation, maintenance, or technical properties.

a. Shop Drawings include custom-prepared data of all types including drawings, diagrams, performance curves, material schedules, templates, instructions, and similar information not in standard printed form applicable to other projects.

b. Product data includes standard printed information on materials, products and systems not custom-prepared for this Project, other than the designation of selections from available choices.

c. Samples include both fabricated and unfabricated physical examples of materials, products, and WORK; both as complete units and as smaller portions of units of WORK; either for limited visual inspection or (where indicated) for more detailed testing and analysis. Mock-ups are a special form of samples which are too large to be handled in the specified manner for transmittal of sample Submittals.

2. Miscellaneous Submittals include, but are not limited to, Requests for Information, Change Orders, Work Change Directives, Field Orders, Daily Reports, Applications for Payment and other schedule related submittals, Technical Reports, Administrative Submittals, Certificates, and Warranties not defined as Shop Drawings, Product Data, or samples.

a. Request for Information, Change Orders, Work Change Directives, Field Orders.

b. Application for Payment.

c. Technical Reports include laboratory reports, tests, technical procedures, technical records, CONTRACTOR's design analysis and CONTRACTOR's survey field notes for construction staking, and similar type submittals.

d. Administrative Submittals are those submittals required by the Contract Documents or deemed necessary for administrative records. These submittals include, but are not limited to, maintenance agreements, workmanship bonds, Project photographs, physical work records, statements of applicability, copies of industry standards, as-constructed data, security/protection/safety data, and similar type submittals also listed elsewhere in the Contract Documents.

e. Certificates and warranties are those Submittals on Equipment and Materials where a written certificate or guarantee from the MANUFACTURER or Supplier is called for in the Specifications.

f. Reports as required by Contract describing CONTRACTOR's means and methods for items such as dewatering, earth and water retaining, erosion/turbidity control, safety plans, and similar type Submittals.

B. Quality Requirements: Submittals such as Shop Drawings and product data shall be of high enough digital quality so that they are legible and reproducible. Every line, character, and letter shall be clearly legible. Documents submitted to the VILLAGE that do not conform to these requirements shall be subject to rejection by the VILLAGE, and upon request by THE VILLAGE, CONTRACTOR shall resubmit conforming documents. If conforming submittals cannot be obtained, such documents shall be retraced, redrawn, or photographically restored as necessary to meet such requirements. CONTRACTOR's (or its Subcontractor's) failure to initially satisfy the legibility quality requirements will not relieve CONTRACTOR (or its Subcontractors) from meeting the required schedule for submittal of Shop Drawings and product data.

C. Language and Dimensions:

1. All words and dimensional units shall be written in the English language.

2. International System of Units dimensional unit equivalents may be stated in addition to the United States customary units.

D. Submittal Completeness:

1. Submittals shall be complete with respect to dimensions, design criteria, materials of construction, and other information specified to enable the VILLAGE to review the information effectively.

2. Where standard drawings are furnished which cover variations of the general class of equipment, each such drawing shall be individually annotated to describe exactly which parts of the drawing apply to the equipment being furnished. Use hatch marks to indicate variations that do not apply to the Submittal. The use of "highlighting" is not an acceptable means of annotating Submittals. Such annotation shall also include proper identification of the Submittal permanently attached to the drawing.

## 1.03 INITIAL SITE CONDITION SUBMITTAL:

A. Initial site condition submittal is comprised of a video record of the existing site conditions prior to commencement of the work on the site or mobilization by the CONTRACTOR.

1. The CONTRACTOR shall document the existing site conditions prior to commencing work on the site or prior to mobilizing by video recording the work area and surrounding areas where impacts due to the project are anticipated. Video shall be a minimum 1080p resolution.

2. A copy of the video shall be provided to the VILLAGE for acceptance prior to the commencement of work on the site or mobilization.

## 1.04 COMPLIANCE SUBMITTALS:

A. Items shall include, but not be limited to, the following:

1. MANUFACTURER's specifications

2. Catalogs, or parts thereof, of manufactured equipment

3. Shop fabrication and erection drawings

4. General outline drawings of equipment showing overall dimensions, location of major components, weights, and location of required building openings and floor plates

5. Detailed equipment installation drawings, showing foundation details, anchor bolt sizes and locations, baseplate sizes, location of THE VILLAGE's connections, and all clearances required for erection, operation, and disassembly for maintenance

6. Bills of material and spare parts list

7. Material lists or schedules

8. Performance tests on equipment by MANUFACTURERs

9. Concrete mix design information

10. Samples and color charts

11. All drawings, calculations, catalogs or parts thereof, MANUFACTURER's specifications and data, samples, instructions, and other information specified or necessary:

    a. For THE VILLAGE to determine that the Equipment and Materials conform with the design concept and comply with the intent of the Contract Documents.

    b. For the proper erection, installation, operation and maintenance of the Equipment and Materials which the VILLAGE will review for general content but not for substance.

    c. For the VILLAGE to determine what supports, anchorages, structural details, connections, and services are required for the Equipment and Materials, and the effects on contiguous or related structures and Equipment and Materials.

B. Compliance Submittal Action Stamps or Designation: The VILLAGE's review action stamp or designation, appropriately completed, will appear on all Compliance Submittals of CONTRACTOR when returned by the VILLAGE. Review status designations listed on THE VILLAGE's action designation are defined as follows:

1. "ACCEPTED AS SUBMITTED": Signifies Equipment or Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is acceptable for incorporation in the WORK. CONTRACTOR is to proceed with fabrication or procurement of the items and with related WORK.

2. "ACCEPTED AS NOTED": Signifies Equipment and Material represented by the Submittal conforms with the design concept and complies with the intent of the Contract Documents and is acceptable for incorporation in the WORK subject to the condition that as constructed it shall be in accordance with all notations and/or corrections indicated. CONTRACTOR is to proceed with fabrication or procurement of the items and with related WORK in accordance with THE VILLAGE's notations.

3. "RETURNED FOR REVISION": Means that deviations from the requirements of the Contract Documents exist in the Submittal. CONTRACTOR is to resubmit revised information responsive to THE VILLAGE's annotations on the returned Submittal or written in the letter of transmittal. Fabrication or procurement of items represented by the Submittal and related WORK is not to proceed until the Submittal is approved.

4. "NOT ACCEPTABLE (SUBMIT ANEW)": Signifies Equipment and Material represented by the Submittal does not conform with the design concept or comply with the intent of the Contract Documents and is disapproved for use in the WORK. CONTRACTOR is to resubmit Compliance Submittals responsive to the Contract Documents.

5. "PRELIMINARY SUBMITTAL": Signifies Submittals of such preliminary nature that a determination of conformance with the design concept or compliance with the intent of the Contract Documents must be deferred until additional information is furnished. CONTRACTOR is to submit such additional information to permit layout and related activities to proceed.

6. "FOR REFERENCE ONLY": Signifies Submittals which are for supplementary information only; pamphlets, general information sheets, catalog cuts, standard sheets, bulletins and similar data, all of which are useful to the VILLAGE in design, operation, or maintenance, but which by their nature do not constitute a basis for determining that items represented thereby conform with the design concept or comply with the intent of the Contract Documents. The VILLAGE reviews such Submittals for general content but not for substance.

7. Resubmit Compliance Submittals the number of times required for THE VILLAGE's "ACCEPTED AS SUBMITTED," or "FOR REFERENCE ONLY". However, any need for more

resubmittals than the number set forth in the accepted schedule, or any other delay in obtaining acceptance of Submittals, will not be grounds for extension of the Contract Time, provided the VILLAGE completes its reviews within the times stated above. See 1.03 D. below for additional requirements.

C. Schedule and Log of Compliance Submittals:

1. Prepare for the VILLAGE, a schedule and log for submission of all Compliance Submittals specified or necessary for THE VILLAGE's review of the use of Equipment and Materials proposed for incorporation in the WORK or needed for proper installation, operation or maintenance. Submit the schedule and log with the procurement schedule and WORK progress schedule. Schedule submission of all Compliance Submittals to permit review, fabrication, and delivery in time to not cause a delay in the WORK of CONTRACTOR or his Subcontractors or any other contractors as described herein.

2. In establishing schedule for Compliance Submittals, allow fifteen working days in THE VILLAGE's office for reviewing original Submittals that have been deemed complete and ten (10) working days for reviewing resubmittals of previously reviewed submittals.

3. The schedule shall indicate the anticipated dates of original submission, and shall be submitted in accordance with this SECTION.

4. Schedule as required to achieve full compliance of all Compliance Submittals required prior to fabrication or manufacture for submission within 30 days of the Notice to Proceed**.** Schedule Compliance Submittals pertaining to storage, installation and operation at the Site for THE VILLAGE's acceptance prior to delivery of the Equipment and Materials.

D. Transmittal of Compliance Submittals:

1. All Compliance Submittals of Equipment and Materials furnished by Subcontractors, MANUFACTURERs, and Suppliers shall be submitted to the VILLAGE by CONTRACTOR in electronic PDF format as indicated below and via the Web Based Project Construction Document Management tool (Construction Document Management tool). After checking and verifying all field measurements, transmit all Compliance Submittals to the VILLAGE for acceptance as follows:

a. Check and certify Compliance Submittals of Subcontractors, Suppliers, and MANUFACTURERS with CONTRACTOR's approval prior to transmitting them to the VILLAGE. CONTRACTOR's certification of approval shall constitute a representation to the VILLAGE that CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or they assume full responsibility for doing so, and that they have coordinated each Compliance Submittal with the requirements of the WORK and the Contract Documents.

b. At the time of each submission, call to the attention of THE VILLAGE in the CONTRACTOR's Letter of Transmittal any deviations from the requirements of the Contract Documents.

c. Provide all Submittals in electronic format, compatible with Adobe Professional, Version 8 (or higher), and submitted as a single file, using PDF bookmarks and/or chapters to identify divisions within the Submittal package ("PDF File Format"). At the VILLAGE's request, and/or with the VILLAGE's prior approval, the CONTRACTOR shall submit native format files when, in the opinion of the VILLAGE, doing so will facilitate the VILLAGE's review of the Submittal information.

d. Make all modifications noted or indicated by THE VILLAGE and return revised copies, or samples until accepted. Revised Submittals must be complete and conformed, including all pages/sheets with the required revisions and any additional or replacement pages/sheets. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by the VILLAGE on previous Submittals. Subsequent review

cycles for returned or revised Submittals shall replicate the process described in items c. above.

e. If the VILLAGE's review action is "ACCEPTED AS NOTED", the Submittal will be designated such, and electronically transmitted back to the CONTRACTOR. Upon receipt of this notification from the VILLAGE, The CONTRACTOR shall resubmit one (1) conformed electronic copy in PDF File Format to the VILLAGE for final distribution. The VILLAGE may reject, without review, conformed copy Submittals for which the CONTRACTOR does not provide a narrative including, in numbered list format, (a) the VILLAGE's comment/note, (b) the CONTRACTOR's resolution of each comment/note and the location of the resolution (i.e.: page number(s), drawing number(s)) that addresses the respective comment/note, and (c) the statement: "Other than revisions listed on herein, this conformed copy is the identical information as was provided in the VILLAGE's response dated [enter date]." In addition, if the Submittal is required to be signed and sealed by a Professional Engineer registered in the State of Florida, this version of the submittal shall be signed and sealed. Submittal will not be considered final until all copies have been received by the VILLAGE. Submittal will be designated "DISTRIBUTION COPY (PREVIOUSLY ACCEPTED)" by the VILLAGE. Accepted Submittals transmitted for final distribution will not be further reviewed and are not to be revised. If errors are discovered during manufacture or fabrication, correct the Submittal and resubmit for review.

f. WORK requiring a Compliance Submittal shall not be commenced or shipped until the Submittal has been designated "ACCEPTED AS SUBMITTED," "ACCEPTED AS NOTED," or "FOR REFERENCE ONLY" by the VILLAGE.

E. VILLAGE's Review:

1. The VILLAGE will review and return Compliance Submittals to CONTRACTOR with appropriate notations. Instruction books and similar Submittals will be reviewed by the VILLAGE for general content but not for substance.

2. The VILLAGE's acceptance of Compliance Submittals will not relieve CONTRACTOR from his responsibility.

1.05 MISCELLANEOUS SUBMITTALS:

A. Miscellaneous Submittals are comprised of Daily Reports, technical reports, administrative Submittals, and warranties which relate to the WORK, but do not require THE VILLAGE's approval prior to proceeding with the WORK. Miscellaneous Submittals may include but are not limited to (at THE VILLAGE's discretion):

1. Daily Reports: CONTRACTOR shall be responsible for entering Daily Reports in the Construction Document Management tool for review and acceptance by the VILLAGE. Daily Reports shall be entered within twenty-four hours of the date of the Daily Report. Daily Reports shall include, but need not be limited to (a) Date, (b) Weather conditions and any impact weather conditions caused to CONTRACTOR's ability to work, (c) Jobsite physical conditions, (d) Available or not-available resources, (e) Work performed and status, (f) Disruptions and delays, (g) Inventory changes including major material delivered or delayed (h) Potential risks and concerns of future delays, (i) Incidents that occurred, (j) Notes or comments of other relevant information related to the Project.

2. Welder qualification tests

3. Welding procedure qualification tests

4. Field test reports

5. Concrete cylinder test reports

6. Certification on Materials:

a. Steel mill tests

b. Paint lab tests

c. Cement tests

7. Soil test reports

8. Temperature records

9. Shipping or packing lists

10. Job progress schedules

11. Equipment and Material delivery schedules

12. Progress photographs

13. Warranties

14. Surveying field notes, preliminary and final Surveyor’s Reports

15. Traffic control plan

16. Technical Reports

17. Written Certificates and Warranties

B. Transmittal of Miscellaneous Submittals:

1. All Miscellaneous Submittals furnished by Subcontractors, MANUFACTURERS, and Suppliers shall be submitted to THE VILLAGE by CONTRACTOR in an electronic PDF File Format, unless otherwise specified.

a. CONTRACTOR shall complete all information fields of the Construction Document Management tool and otherwise clearly and correctly identify each miscellaneous Submittal. The specification section and article number must be correctly listed. Unidentifiable, incomplete, and/or incorrect Submittals may be returned for correction without review.

b. Check and certify Miscellaneous Submittals of Subcontractors, Suppliers, and MANUFACTURERS with CONTRACTOR's approval prior to transmitting them to the VILLAGE. CONTRACTOR's certification of approval shall constitute a representation to the VILLAGE that CONTRACTOR has either determined and verified all information, or they assume full responsibility for doing so, and that they haves coordinated Miscellaneous Submittal with the requirements of the WORK and the Contract Documents.

c. At the time of each submission, call to the attention of the VILLAGE in the CONTRACTOR’s Letter of Transmittal any deviations from the requirements of the Contract Documents.

d. Make all modifications noted or indicated by THE VILLAGE and return revised copies until accepted. Direct specific attention in writing, or on revised Submittals, to changes other than the modifications called for by the VILLAGE on previous Submittals.

2. Test Reports: Responsibilities of CONTRACTOR and THE VILLAGE regarding tests and inspections of Equipment and Materials and completed WORK are set forth elsewhere in these Contract Documents.

C. THE VILLAGE'S Review:

1. THE VILLAGE will review Miscellaneous Submittals for indications of WORK or material deficiencies within fifteen working days in THE VILLAGE's office for original Submittals and ten (10) working days for reviewing resubmittals.

2. THE VILLAGE will respond to CONTRACTOR on those Miscellaneous Submittals which indicate WORK or material deficiency.

## PART 2 - **PRODUCTS (Not Applicable)**

## PART 3 - **EXECUTION**

3.01 SUBMITTAL LOG: CONTRACTOR shall maintain an accurate Submittal Log and a Distribution List for the duration of the WORK, showing current status of all Submittals required for the complete Project and Distributees at all times in a form acceptable to the VILLAGE. CONTRACTOR shall make the Submittal Log available to the VILLAGE for its review on request, and shall bring a copy of the Submittal Log to all Progress Meetings. An anticipated submittal log shall be brought to the preconstruction meeting for review by all.

END OF SECTION

SECTION 01410 TESTING AND QUALITY CONTROL

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work:

1. The CONTRACTOR shall provide and maintain an effective Quality Control Program.

2. The CONTRACTOR shall establish and implement a Quality Control Plan to perform sufficient inspection of all items of the WORK, including that of Subcontractors, to insure conformance to the Technical Specifications and the Drawings with respect to the materials, workmanship, construction, equipment performance, and identification.

3. The CONTRACTOR's job supervisory staff may be used for quality control, supplemented as necessary by additional personnel for surveillance or special technicians to provide capability for the controls required by the Technical Specifications. The CONTRACTOR's Quality Control Plan must clearly identify the quality control leader and personnel organizational system. The leader must have the authority to direct the removal and replacement of defective work.

4. After the Contract is awarded and before the construction begins, the CONTRACTOR shall meet with the VILLAGE or its representative to discuss quality control requirements. The meeting shall develop mutual understanding relative to the details of the Quality Control Plan, including the appropriate forms to be used for recording the quality control operations, inspections, administration of the Quality Control Plan, and the interrelationship of the CONTRACTOR and the VILLAGE inspection.

5. The CONTRACTOR shall submit his written Quality Control Plan for review, describing the activities and listing those inspection and testing activities that the CONTRACTOR will perform prior to beginning the WORK. The CONTRACTOR’s Quality Control Plan shall describe how he will communicate timely notification to allow for testing and inspection activities performed by the VILLAGE, or its representatives, for on and off-site construction activities

6. All compliance inspections shall be recorded on the appropriate forms, including but not limited to the specific items required in each SECTION of the Technical Specifications. The completed forms, including record of corrective actions taken, shall be furnished to the VILLAGE. The VILLAGE's quality control representative will maintain a list of all deficiencies which are not corrected the same day as they are discovered.

7. Should recurring deficiencies in an item or items indicate that the Quality Control Plan is not adequate, the CONTRACTOR shall take corrective actions as directed by the VILLAGE to update the Quality Control Plan, to satisfactorily address and resolve any reoccurring deficiencies.

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals

1.02 TESTING LABORATORY SERVICES:

A. All tests which require the services of a laboratory to determine compliance with the Contract Documents shall be performed by an independent commercial testing laboratory acceptable to the VILLAGE. The laboratory shall be staffed with experienced technicians, and shall be properly equipped, ACI certified, and fully qualified to perform the tests in accordance with the specified standards. Materials not meeting the requirements of these Specifications or plans will be considered defective. The Engineer will reject all such materials, whether in place or not. Removal all rejected

material immediately from the site of the work and from the storage areas, at no expense to the VILLAGE.

1.03 TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR:

A. The testing that the VILLAGE will coordinate and pay for is described in paragraph 1.04 below. All other testing required in connection with the performance of the WORK (which are identified as the CONTRACTOR's responsibility in the Contract Documents) shall be performed and paid for by the CONTRACTOR, and a certified copy of the results will be furnished to the VILLAGE within five (5) days of the test.

B. The CONTRACTOR is also responsible for all testing and inspection services required to achieve an effective Quality Control Program, to assure that the WORK strictly complies with the Contract requirements. The CONTRACTOR shall pay all costs for such services. The CONTRACTOR shall also pay for any tests performed by the VILLAGE which do not meet the requirements of the Technical Specifications and as described below.

1.04 TESTING LABORATORY SERVICES FURNISHED BY THE VILLAGE:

A. The CONTRACTOR will secure the services of a materials testing company, for field and laboratory tests, required for the WORK. The CONTRACTOR will pay all charges for testing services required for the project. The testing agency to be approved by the VILLAGE. The field sampling and testing will be performed in the general manner indicated in the Technical Specifications, with minimal interference to the construction operations.

B. The CONTRACTOR shall furnish all sample materials and cooperate in the sampling and field testing activities, interrupting the WORK when necessary.

C. When sampling or testing activities are performed in the field by testing laboratory personnel, the CONTRACTOR shall furnish personnel and facilities to assist in the activities.

D. The Testing Laboratories will not be authorized to:

1. Release, revoke, alter or enlarge on requirements of the Contract Documents.

2. Approve or accept any portion of the WORK.

3. Perform any duties of the CONTRACTOR.

1.05 TRANSMITTAL OF TEST REPORTS:

A. Written reports of test and engineering data furnished by the CONTRACTOR shall be submitted as specified in SECTION 01300.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION (Not Applicable)**

END OF SECTION

SECTION 01590 FIELD OFFICES AND SHEDS

## PART 1 - GENERAL

1.01 SCOPE:

A. Summary: This SECTION includes requirements for temporary field offices and other structures for office and storage space required by CONTRACTOR.

B. Related Work Specified Elsewhere:

1. SECTION 01600 - Equipment and Materials

C. Use of Existing Facilities: Existing facilities at the Site shall not be used for field offices.

D. Use of Permanent Facilities: Permanent facilities, when substantially completed, shall not be used for field offices or for storage.

## PART 2 - PRODUCTS

2.01 STORAGE SHEDS AND TRAILERS:

A. On-Site:

1. The CONTRACTOR shall provide temporary buildings or trailers needed for storage of Equipment and Materials installed under this Contract.
2. Provide ventilation and heating as required by Equipment and Material stored or as per MANUFACTURER's requirements.
3. The CONTRACTOR shall be solely responsible for temporary buildings and trailers located on site.

B. Off-Site:

1. The CONTRACTOR shall advise the VILLAGE of any arrangements made for storage of Equipment and Materials in a place other than THE VILLAGE's Site. The CONTRACTOR shall furnish evidence of insurance coverage with Application for Payment.

## PART 3 - EXECUTION

3.01 LOCATION, INSTALLATION AND MAINTENANCE:

A. General:

1. Place temporary buildings, trailers, and stored materials in locations acceptable to THE VILLAGE.
2. Installed field offices and sheds to resist winds and elements of the locality where installed.
3. Remove when no longer needed at the Site or when WORK is completed.
4. Keep approach walks free of leaves, mud, water, or ice.
5. At completion of WORK, remove temporary buildings and trailers, foundations (if any), utility services, and debris.
6. Prepare ground or paved areas as specified in applicable SECTIONs.

END OF SECTION

SECTION 01600 EQUIPMENT AND MATERIALS

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: This SECTION includes general requirements for transportation, handling, delivery, storage, and protection of CONTRACTOR and THE VILLAGE - furnished Equipment and Materials.

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals

1.02 DEFINITIONS: Definitions used in this Paragraph are not intended to negate the meaning of other terms used in the Contract Documents, including such terms as "systems," "structure," "finishes," "accessories," "furnishings," "special construction," and similar terms. Such terms are self-explanatory and have recognized meanings in the construction industry.

A. Products: Items purchased for incorporation in the WORK, regardless of whether they were specifically purchased for the Project or taken from the previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and other terms of similar intent.

B. Equipment: A product with operational or non-operational parts, regardless of whether motorized, manually operated, or fixed. Equipment may require service connections such as wiring or piping.

C. Materials: Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form part of the WORK.

1.03 QUALITY CONTROL:

A. Equipment and Material Incorporated into the WORK: Provide products that comply with the requirements of the Contract Documents, are undamaged, and unless otherwise indicated, are unused at the time of installation. The CONTRACTOR shall provide products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.

B. Standard Products: Where they are available and comply with the Technical Specifications, provide standard products of types that have been produced and used successfully in similar situations on other projects.

C. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1.04 TRANSPORTATION AND SHIPMENT:

A. Shipment Preparation: The CONTRACTOR shall require MANUFACTURERs and suppliers to prepare Equipment and Materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage, for CONTRACTOR supplied equipment. Provisions for protection shall include the following:

1. Crates or other suitable packaging materials

2. Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery

3. Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel

B. Marking: Each item of Equipment and Material shall be tagged or marked as identified in the delivery schedule or on Submittals, submitted in accordance with SECTION 01300. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

1.05 DELIVERY, STORAGE AND HANDLING:

A. Delivery – The CONTRACTOR shall:

1. Deliver, store and handle Equipment and Materials in accordance with the MANUFACTURER's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.

2. Control delivery schedules to minimize long term storage at the Site and to prevent overcrowding of construction areas. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.

3. Avoid conflict with Work of THE VILLAGE or other contractors.

4. Deliver Equipment and Materials to the Site in MANUFACTURER's sealed containers or other packaging system with identifying labels and instructions for handling, storing, unpacking, protecting, and installing.

5. Mark deliveries of component parts of equipment to identify the equipment, to permit easy accumulation of parts, and to facilitate inspection and measurement of quantity or counting of units.

6. Immediately upon delivery, inspect shipment to assure:

a. That each product complies with requirements of Contract Documents and reviewed Submittals.

b. Quantities are correct.

c. Containers and packages are intact, labels are legible.

d. Equipment and Materials are properly protected and undamaged.

B. Storage – The CONTRACTOR shall:

1. Store Equipment and Materials immediately after delivery, and protect it as necessary until completion of the WORK. Store in accordance with MANUFACTURER's instructions with seals and labels intact and legible.

2. Store Equipment and Materials in a manner that will not endanger the supporting construction and/or existing structures and facilities.

3. Store Equipment and Materials that are subject to damage by elements in weathertight enclosures.

4. Maintain temperature and humidity within ranges required by the MANUFACTURER.

5. Exterior Storage – The CONTRACTOR shall:

a. Provide platforms, blocking, or skids to support fabricated products aboveground; and to prevent soiling, staining and damage. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.

b. Store loose granular materials on solid surface areas to prevent mixing with foreign matter.

c. Provide surface drainage to prevent flow or ponding of rainwater.

6. Equipment and Materials shall not show any pitting, rust, decay, or other deleterious effects of storage prior to final acceptance of WORK.

7. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and are free from damage or deterioration.

C. Handling – The CONTRACTOR shall:

1. Provide equipment and personnel necessary, to properly unload and handle Equipment and Materials, by methods to prevent damage, soiling and /or staining of the Equipment and Materials, or packaging.

2. Handle by methods to prevent bending or overstressing. Where lifting points are designated, lift components only at those points.

3. Provide additional protection to surrounding surfaces as necessary to prevent damage.

D. Maintenance of Storage – The CONTRACTOR shall:

1. Inspect stored Equipment and Materials on a regularly scheduled basis.

2. Verify that storage facilities comply with the MANUFACTURER's product storage requirements, including environmental conditions continually maintained.

3. Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.

E. Protection after installation – The CONTRACTOR shall:

1. Provide substantial coverings as necessary to protect all installed Equipment and Materials from damage from subsequent construction operations. Remove the protective coverings when no longer needed or as specified.

**PART 2 - PRODUCTS**

2.01 PRODUCTS AND MANUFACTURERS:

A. Specified in each applicable SECTION of the Technical Specifications and/or Drawings.

2.02 PRODUCT SELECTION AND SUBSTITUTIONS:

A. Specified in the Instructions to Bidders and plans.

**PART 3 - EXECUTION**

3.01 MANUFACTURER'S INSTRUCTIONS:

A. Installation:

1. When Contract Documents require that installation of WORK shall comply with MANUFACTURER's printed instructions, the CONTRACTOR shall:

a. Obtain and distribute copies of such instructions if not a part of Submittals, containers, or packaging to all parties involved in the installation, including a copy to the VILLAGE.

b. Clean and protect all exposed surfaces as necessary to ensure freedom from damage and deterioration until Final Acceptance.

END OF SECTION

SECTION 01630 PRODUCT OPTIONS AND SUBSTITUTIONS

**PART 1 - GENERAL**

1.01 SCOPE:

A. This SECTION covers the VILLAGE's review procedures for CONTRACTOR's requests of acceptable substitute items of material and equipment. All requests for substitution shall be made no earlier than the Effective Date of the Contract.

B. Requests received prior to the date established above will not be considered.

C. Substitutions may be approved at the VILLAGE's sole discretion where one or more of the following conditions apply:

1. The substitution must be required for compliance with final interpretation of code requirements or regulations.
2. The substitution must be due to the unavailability of the specified products, through no fault of the CONTRACTOR.
3. The substitution may be requested when subsequent information discloses the inability of the specified products to perform properly or to fit in the designated space.
4. The substitution may be requested when in the judgment of the VILLAGE a substitution would be substantially to the VILLAGE's best interests in terms of cost, time or other considerations.

D. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals

1.02 SUBSTITUTION REQUEST:

A. Submit as required in SECTION 01300:

1. Complete data substantiating compliance of the proposed substitution with the Contract Document
   a. Product identification including MANUFACTURER's name and address
   b. MANUFACTURER's literature including product description, performance and test data, and reference standards
2. Itemized comparison of proposed substitution with product or method specified
3. Data relating to changes in the construction schedule
4. Accurate cost data on proposed substitution in comparison with product or method specified

B. In submitting the request for substitution, the CONTRACTOR makes the following representations:

1. The CONTRACTOR has investigated the proposed product and has determined that it is equal or superior in all respects to that specified.
2. The CONTRACTOR will provide the same warranty or guarantee for the substitution as for the product specified.
3. The CONTRACTOR will coordinate installation of the accepted substitution into the WORK, making such changes as may be required for the WORK to be completed in all respects.
4. The CONTRACTOR waives all claims for additional costs related to substitution that subsequently becomes apparent.
5. Cost data is complete and includes all related costs under the Contract.

1.03 VILLAGE ENGINEER'S REVIEW:

A. The VILLAGE, in evaluating the request for substitution, will consider all variations of the proposed substitute from that specified to determine the acceptability of the proposal. The VILLAGE may require the CONTRACTOR to furnish additional data about the proposed substitute necessary to make such a determination. The VILLAGE will be the sole judge of acceptability, and no substitute will be

ordered or installed without the VILLAGE's prior written acceptance. The VILLAGE may require the CONTRACTOR to furnish, at the CONTRACTOR's expense, a special performance guarantee or other surety with respect to any substitute. Substitutions will not be considered if:

1. Substitutions are indicated or implied on Shop Drawings or product data submittals without a request submitted in accordance with this SECTION.
2. Acceptance will require substantial revision to the Contract Documents.

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: This SECTION includes administrative and procedural requirements for Contract Closeout including, but not limited to, the following:

1. Inspection procedures
2. Project record document submittal
3. Operation and maintenance manual submittal
4. Submittal of warranties
5. Final cleaning
6. CONTRACTOR's Certification

B. Closeout requirements for specific construction activities are included in the appropriate SECTIONs in DIVISIONS 1 through 16.

C. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 01050 - Field Engineering and Surveying

1.02 SUBSTANTIAL COMPLETION:

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, the CONTRACTOR shall satisfy the following:

1. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents. Submit in accordance with SECTION 01300.
2. Obtain and submit releases enabling the VILLAGE unrestricted use of the WORK and access to services and utilities. Include Certificates of Occupancy (C.O.), operating certificates, and similar releases, as required.
3. Submit Record Documents, including but not limited to, maintenance manuals, Project photographs, damage or settlement surveys, Boundary surveys, all As- Built and Topographic Surveys as per SECTION 01050 and similar record information as specified in Paragraph 1.04. All drawings shall be scanned and submitted in accordance with SECTION 01300, and in hard copy form, 24 inch by 36 inch plan size. All other documents shall also be scanned and submitted in accordance with SECTION 01300.
4. Complete final cleanup requirements, including touch up painting.
5. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the VILLAGE will either proceed with inspection or advise the CONTRACTOR of unfilled requirements. The VILLAGE will prepare the Certificate of Substantial Completion following inspection or advise the CONTRACTOR of WORK that must be completed or corrected before the certificate will be issued.

1. The VILLAGE will reschedule the inspection when in its opinion, the WORK is substantially complete.

1.03 FINAL ACCEPTANCE:

A. Preliminary Procedures: Submit certification by CONTRACTOR that WORK has been completed in accordance with the Contract Documents to the knowledge of the CONTRACTOR. Before requesting final inspection, complete the following:

1. Submit the final payment request with releases and supporting documentation. Include insurance certificates for products and completed operations where required.

2. Submit a letter certifying that all items listed as part of the Certification of Substantial Completion have been completed or corrected.
3. Submit consent of surety to final payment.
4. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
5. Submit Release of Liens (from the Prime, and all Subcontractors, Vendors and Suppliers).
6. The above shall be submitted in accordance with SECTION 01300.

B. Reinspection Procedure: The VILLAGE will reinspect the WORK upon receipt of notice that the WORK, including inspection list items from earlier inspections, has been completed.
1. Upon completion of reinspection, the VILLAGE will advise the CONTRACTOR of WORK that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, the reinspection will be repeated.

1.04 RECORD DOCUMENT SUBMITTALS:

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure location. Provide access to record documents for the VILLAGE's reference during normal working hours.

B. As-Built Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Drawings and Shop Drawings. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set. Mark the set to show the actual installation where the installation varies substantially from the WORK as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. Call attention to each entry by drawing a "cloud" around the areas affected.

C. The VILLAGE will make electronic copies of whatever electronic versions of the Drawings exist, available to the CONTRACTOR for As-Built purposes. The CONTRACTOR must obtain concurrence from the VILLAGE as to form and content of record information provided in electronic format prior to proceeding, but in general, information similar to that noted below needs to be provided.
1. Record information concurrently with construction progress.
2. Mark record sets with red erasable pencil. Mark each document "AS-BUILT DRAWINGS" in neat, large, printed letters.
3. Mark As-Built invert elevations for all water control structures, culverts, etc. Refer to SECTION 01050 for structures which require a permanent benchmark.
4. Mark new information that is important to the VILLAGE that is not shown on Drawings or Shop Drawings.
5. Note related Change-Order numbers where applicable.
6. Include the following:
    a. Where Submittals (like Shop Drawings) are used for mark-up, record a cross-reference at corresponding location on Drawings.
    b. Field changes of dimension and detail.
    c. Changes made by Change Order or other Modifications.
    d. Details not on original Drawings.
    e. As-Builts shall also include a plot of the actual excavation cross-sections plotted at the same station as overlayed on top of the design cross-sections.
    f. As-Builts shall include a plot of the actual levee and embankment cross-sections plotted at the same station as overlayed on top of the design cross-sections. Refer to SECTION 01050.

g. Give particular attention to concealed elements that would be difficult or expensive to locate at a later date.

h. GPS (global positioning system) coordinates of major structures using the format lat/long DD (decimal/degree) NAD83/2007 (North American Datum).

7. Record Specifications: Maintain one (1) complete copy of the Contract Documents including addenda. Include with the Contract Documents one (1) copy of other written construction documents, such as Requests for Information (RFIs), Change Orders and modifications issued in printed form during construction.

8. Mark these documents to show substantial variations in actual WORK performed in comparison with the text of the Specifications and modifications.

9. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.

10. Note related As-Built information and Product Data.

11. Upon completion of the WORK, submit Record Specifications to the VILLAGE for the VILLAGE's records on CD in PDF format.

12. Include the following:

a. MANUFACTURER, trade name, catalog number, and Supplier of each product and item of equipment actually installed, including optional and substitute items

b. Changes made by Addendum, Change Order, or other Modifications

c. Related Submittals

13. Affix the CONTRACTOR’s corporate seal on the cover sheet indicating the documents within are representative of the as-built condition of the Project. The seal shall be signed by an officer of the company.

D. Record Product Data: Provide one (1) copy of each Product Data submittal. Note related Change Orders and markup of Record Documents.

1. Mark these documents to show significant variations in actual WORK performed in comparison with information submitted. Include variations in products delivered to the Site and from the MANUFACTURER’s installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the WORK that cannot otherwise be readily discerned later by direct observation.

E. Miscellaneous Record Submittals: Refer to other Specification SECTIONs for requirements of miscellaneous record keeping and submittals in connection with actual performance of the WORK Immediately prior to the date or dates of Substantial Completion (unless otherwise specified), complete miscellaneous records and place in good order. Identify miscellaneous records properly, bind or file, and submit to the VILLAGE for the VILLAGE's records.

F. Warranties and Bonds: Submit original documents as specified in Section 00700 - General Terms & Conditions, Supplemental Conditions, SECTION 01300, and technical specifications.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

3.01 FINAL CLEANING:

A. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.

a. Clean the Site of rubbish, litter, and other foreign substances. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.

b. Remove temporary structures, tools, equipment, supplies, and surplus materials.

c. Remove temporary protection devices and facilities which were installed to protect previously completed WORK.

B. Removal of Protection: Remove temporary protection and facilities installed for protection of the WORK during construction.

C. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the VILLAGE's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems, surface waters or wetlands. Remove waste materials from the Site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated WORK, they become the VILLAGE's property. Dispose of materials of no value to the VILLAGE as directed by the VILLAGE.

D. Repairs:

1. Repair damaged protective coated surfaces.

2. Repair roads and other items damaged or deteriorated because of construction operations, including those which have been damaged, but are not located within the Project limits.

3. Restore all ground areas affected by construction operations.

END OF SECTION

SECTION 02100 SITE PREPARATION

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall furnish all labor, materials, and equipment necessary for complete and proper Site preparation within the areas shown on the Drawings and specified herein and observe permit conditions.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail:

1. Florida Department of Transportation (FDOT)

a. Standard Specifications for Road and Bridge Construction, Latest Edition

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Submittals shall be in accordance with SECTION 01300.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES:

A. The CONTRACTOR shall make all excavations for piping and appurtenant structures in any material encountered to the depth and grades required, shall backfill such excavations and dispose of excess or unsuitable materials from excavation, and shall provide and place necessary borrow material to properly backfill excavations, all as indicated on the Drawings, specified herein, or as directed by the VILLAGE.

B. Excavation, dewatering, sheeting and bracing required shall be carried out so as to prevent any possibility of undermining or disturbing the foundations of any existing structure or WORK, and so that all WORK may be accomplished and inspected in the dry, except as directed by the VILLAGE. Aqueous construction may be performed only with prior approval of the VILLAGE.

1.07 CERTIFICATIONS AND TESTINGS: (Not Applicable)

1.08 INSPECTION COORDINATION: (Not Applicable)

1.09 WARRANTY: The CONTRACTOR shall warrant the WORK as described in the contract.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

3.01 TRAFFIC CONTROL: The CONTRACTOR shall provide proper warning devices and barriers for protection of the public and workmen in accordance with FDOT Specification Section 102 Traffic Control and local regulations.

3.02 STANDARD CLEARING AND GRUBBING: Standard Site clearing and grubbing, in accordance with FDOT Specification Section 110.2, shall be performed within the areas shown on the Drawings or otherwise noted in the above referenced specification.

3.03 EROSION CONTROL: The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Section 104 and Florida Department of Environmental Protection (FDEP) regulations and permit conditions.

3.04 PROTECTION, REMOVAL AND/OR RELOCATION OF EXISTING FACILITIES: Existing facilities such as storm drains, roadways, water lines, light poles, conduits, fences, utility and telephone lines, etc. are to be carefully protected from damage during all phases of the construction. The CONTRACTOR shall make all necessary arrangements with the owner of the facility and be responsible for all costs involved in the proper protection, relocation or other WORK that such owners deem necessary.

3.05 UNDERGROUND UTILITIES: The CONTRACTOR shall provide all necessary liaisons with other utilities (underground) by notification, 48 hours in advance, of any digging by telephoning the appropriate Utility Notification Center and local utilities.

END OF SECTION

SECTION 02110 CLEARING AND LAND PREPARATION

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall include the removal of trees and other vegetation from areas where earthwork or other construction operations specified herein are to be performed. This section also includes land preparation activities for excavation and fill areas.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 02200 - Earthwork
3. SECTION 02221 - Trenching, Backfilling and Compacting

1.02 APPLICABLE PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. Florida Department of Transportation (FDOT)

a. Standard Specification for Road and Bridge Construction, Latest Edition

i. 104 - Prevention, Control and Abatement of Erosion and Water Pollution

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Prior to beginning the WORK, CONTRACTOR shall submit a detailed plan for clearing and land preparation in conformance with SECTION 01300. The plan shall detail the sequence of WORK and describe the CONTRACTOR's planned method of clearing and land preparation activities.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES:

A. The CONTRACTOR shall ensure the safe passage of persons around areas of clearing and land preparation. The CONTRACTOR shall conduct its operations to prevent injury to adjacent structures, vegetation designated to remain, other facilities and persons.

B. Traffic:

1. The CONTRACTOR shall conduct its operations and the removal of cleared materials to ensure minimum interference with existing access roads and other adjacent occupied or used facilities.
2. The CONTRACTOR shall not block or otherwise obstruct access roads or other occupied or used facilities without permission from the VILLAGE. Where blockage is allowed, the CONTRACTOR shall provide alternate routes around closed or obstructed traffic ways.

C. The CONTRACTOR may commence clearing or land preparation within portions of the project falling within the limits of temporary construction easements or utility Right-of-Way only with specific permission from the VILLAGE for each activity and location. All requirements under A and B above apply within these limits.

1.07 CERTIFICATIONS AND TESTING: (Not Applicable)

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide 48 hours advance notice of its intention to begin new WORK activities.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

3.01 GENERAL CLEARING:

A. The CONTRACTOR shall remove the majority of the above grade non-native vegetative matter in the areas indicated on the plans. The CONTRACTOR shall complete the work of Clearing and Land Preparation as outlined below.

1. Mowing or the use of a bush-hog may be required in areas of heavy grass, weeds, or woody-stalked vegetation.

2. Completely remove all designated exotic/hazardous trees within the designated project boundaries.

3. All woody debris that measures over three-quarters inch in diameter and longer than 18-inches shall be removed.

4. All stumps shall be ground level to six inches below the surrounding ground level. Stumps on the slopes shall be cut flush with the natural angle of the existing grade and treated immediately with a herbicide approved by the VILLAGE. All seedlings within the project Site shall be treated with the herbicide.

5. All plant material (whole or chipped) will be removed from the project area and stockpiled at a location authorized by the VILLAGE. Disposal of the stockpile shall be accomplished at a maximum of every fifteen workdays.

6. Remove any garbage or other waste debris recovered during clearing.

7. On completion of the clearing, remove all sticks, rubbish and other extraneous material and rake the ground surface in order to leave a smooth and clean appearance.

8. Clearing and land preparation shall proceed sufficiently ahead of earthwork activities to minimize disruption and allow time for determination of the adequacy of the clearing procedure.

9. All WORK shall be performed in accordance with approved principles of modern arboricultural methods.

10. All trees to remain in the project area, as designated by the VILLAGE, shall be protected from damage by tree barricades.

11. All WORK shall be performed without damage to existing amenities, including trees and shrubs. The CONTRACTOR shall be responsible for repair and replacement of existing amenities to the satisfaction of the VILLAGE. The CONTRACTOR shall protect all vegetation, habitats, or amenities on the project location as indicated on the plans.

B. The CONTRACTOR shall clear adjacent to cut or fill sections to a minimum distance of ten (10) feet outside of slope lines unless lesser distances are specified. Clearing in areas of native vegetation for levee construction or removal and canal excavation shall be limited to a distance of 10 feet outside of slope lines.

3.02 CLEARING WITHIN AREAS OF NATIVE VEGETATION: The CONTRACTOR shall remove exotic trees/plants, hazardous material, trash, and debris and leave the Site clean with a smoothly raked finish grade. Every reasonable effort shall be made to protect native vegetation designated to remain, such as Coco Plum, Salt Bush, Pond Apples, Leather fern, etc. Areas disturbed by work operations, such as, but not limited to,

access points beyond the limits of the right-of way, shall be restored to original or better condition, including, but not limited to, filling, grading, sodding, and seeding/mulching as direct by the VILLAGE.

3.03 EROSION CONTROL: The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Sections 104 and Florida Department of Environmental Protection (FDEP) regulations and permit conditions.

END OF SECTION

SECTION 02200 EARTHWORK

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall furnish all labor, equipment, and materials for all excavating, trenching, filling, construction of embankment, backfilling, compacting, grading, and all related items of earthwork necessary to complete the WORK indicated or specified.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 01410 – Testing and Quality Control
3. SECTION 01050 – Field Engineering and Surveying
4. SECTION 02110 - Clearing and Land Preparation
5. SECTION 02220 - Excavation and Backfilling
6. SECTION 02230 - Roadway Excavation, Backfill, and Compaction

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. American Society of Testing Materials (ASTM):

a. C33 - Standard Specification for Concrete Aggregates

b. D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using the Standard Effort (12,400 ft-lbf/ ft3 (600 kN-m/m3)).

c. D1557 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lbf/ ft3 (2,700 kN-m/m3))

d. D2487 – Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

e. D3740 – Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction

f. D4253 – Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table.

g. D4254 – Standard Test Methods for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density.

h. D4564 – Standard Test Method for Density and Unit Weight of Soil in Place by the Sleeve Method.

i. D4914 – Standard Test Methods for Density and Unit Weight of Soil and Rock in Place by the Sand Replacement Method in a Test Pit.

j. D5030 – Standard Test Method for Density of Soil and Rock in Place by the Water Replacement Method in a Test Pit.

k. D6938 – Standard Test Method for In-place Density and Water Content of Soil and Soil-Aggregate by Nuclear Method Shallow Depth

l. E329 – Standard Specification for Agencies Engaged in Construction Inspection and/or Testing

2. Florida Department of Transportation (FDOT):

a. Standard Specifications for Road and Bridge Construction

3. American Association of State Highway Transportation Officials (AASHTO):

a. T 27 – Sieve Analysis of Fine and Course Aggregates

b. T 99 - Standard Method of Test for Moisture-Density Relations of Soils Using a 2.5-kg (5.5-lb) Rammer and a 305-mm (12-in.) Drop

c. T 180 – Standard Method for Moisture-Density Relations of Soils using a 10 lb (4.54 kg) Rammer and 18 in (457 mm) Drop

B. Florida Method (FM) of Test:

1. FM T-1 011 – Florida Method of Test for Sampling Aggregates

C. Miscellaneous Project Data:

1. Subsurface soil data logs are provided for the CONTRACTOR's reference

1.03 DEFINITIONS:

A. Select Fill:

1. Select Fill shall be clean, well-graded material free from debris, peat, roots, seeds of nuisance or exotic species, organic material, clods, and stones with a diameter greater than three (3) inches (76 mm) in any direction. Select Fill shall have an average organic content of not more than 2% or have an individual test value of not more than 4%. Select Fill shall be placed where indicated on the Drawings.

2. Select Fill may be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Select Fill.

3. Select Fill shall meet one of the following Unified Soil Classification System (ASTM D2487) designations: SW, SM or SP-SM. Materials classified as SP may be used only where the existing excavated and surrounding materials are confirmed by laboratory testing to be SP.

a. Structure Backfill: SW, SP, SC (These are coarse-grained soils with greater than 50% by dry weight retained on a No. 200 sieve; SP and SW have less than 5% finer than a No. 200 sieve; SC has 12-50% finer than a No. 200 sieve.)

4. The following table displays Select Fill maximum lift thickness and maximum particle size.

| **SELECT FILL** | | |
|---|---|---|
| **STRUCTURE TYPE** | **MAXIMUM PARTICLE SIZE** | **MAXIMUM LOOSE LIFT THICKNESS** |
| Embankment | 3 inches | 12 inches |

5. Select Fill shall meet the ASTM D2487 gradation limits with the largest particle diameter not exceeding the following:

| **SELECT FILL LARGEST PARTICLE LIMITS** | |
|---|---|
| **SIEVE SIZE** | **PERCENT PASSING (%)** |

| | |
|---|---|
| 3 inches [90 mm] | 100 |

B. Random Fill:

1. Random Fill shall be clean, well-graded material, meeting one of the following Unified Soil Classification System (ASTM D2487) designations: SW, SP, SM, SC, SW-SM, SW-SC, SP-SM, and SP-SC, that is thoroughly mixed and free from debris, clods, seeds of nuisance or exotic species, and stones with a diameter in any direction greater than those specified in the below table. Random Fill shall have an organic content of less than 5% by weight. Tighter restrictions on stone size are considered in the top layer of fill, as per subsection 3.05 Final Dressing of Slopes, if the area is to be seeded, sodded, or landscaped. Random Fill shall be placed where indicated on the Drawings.

2. Random Fill may be material excavated for the WORK (native) or may be imported. The CONTRACTOR may blend native materials to achieve a material that meets the requirements for Random Fill.

3. Random Fill shall meet the ASTM D2487 requirements with the largest particle diameter not exceed the following:

| **RANDOM FILL** | | |
|---|---|---|
| **MAXIMUM PARTICLE SIZE** | **SURFACE DEPTH** | **MAXIMUM COMPACTED LIFT THICKNESS** |
| 3 inches | < 12 inches | 12 inches |

C. Unified Soil Classification System (USCS): USCS is a two-letter classification system used to describe the texture and grain size of a soil. In the USCS system, letters are representative as follows: G stands for gravel, S stands for sand, M stands for silt, C stands for clay, O stands for organic, P stands for poorly graded, W stands for well graded, H stands for high plasticity, and L stands for low plasticity.

D. Excavation: Excavation shall be the removal of all materials within the defined configuration to the limits of excavation shown on the Drawings, excluding stripping material.

E. Unsuitable Fill: Soil that does not meet the requirements for fill (or backfill) addressed thus far in this SECTION shall be considered Unsuitable Fill soil.

1.04 SUBMITTALS:

A. Submittals shall be in accordance with SECTION 01300.

B. The CONTRACTOR shall submit laboratory test results on the materials proposed to be used (whether native or imported) as Select Fill, Random Fill and Silica Filter Sand, Type 1 Graded Gravel and Type 2 Graded Gravel. At a minimum the laboratory testing shall include sieve analysis, organic content, USCS classification and modified proctor per ASTM D1557, as applicable. Prior to construction, the CONTRACTOR shall provide the source of each material proposed to be used.

C. The CONTRACTOR shall submit two (2) copies of field measured cross-sections at each design cross-section for record purposes for canal excavations and levee embankments as described in this SECTION. The submittal of the field measured cross-sections shall be signed and sealed by a Professional Surveyor and Mapper licensed in the State of Florida.

1.05 QUALIFICATIONS:

A. Geotechnical Testing Agency Qualifications: The CONTRACTOR shall furnish at his own expense an independent testing agency qualified according to ASTM E329 to perform all testing required to establish and maintain his Quality Control. This Quality Control involves conducting soil materials and rock-definition testing during earthwork operations, as documented according to ASTM D 3740.

B. Earthwork Contractor Qualifications: The CONTRACTOR shall use an adequate number of skilled laborers and installers who are thoroughly trained and have a minimum of five (5) years of successful experience in the necessary crafts and are completely familiar with the methods needed for the proper performance of the WORK of this SECTION. The CONTRACTOR shall employ the adequate resources and equipment necessary to successfully perform the WORK of this SECTION on schedule.

1.06 RESPONSIBILITIES:

A. The CONTRACTOR shall excavate any material encountered to the depth and grades required, shall backfill such excavations as required, and shall dispose of excess or unsuitable materials from excavation as approved by the VILLAGE. The CONTRACTOR shall provide and place necessary borrow material to properly backfill excavations as indicated on the Drawings, specified herein, or as directed by the VILLAGE.

B. Excavation, dewatering, sheeting, and bracing required shall be carried out so as to prevent any possibility of undermining or disturbing the foundations of any existing structure or WORK, and so that all WORK may be accomplished and inspected in the dry, except as directed by the VILLAGE. Aqueous construction may be performed only with prior written approval of the VILLAGE. Excavation and backfilling shall be in accordance with SECTION 02220.

C. The CONTRACTOR shall furnish, at his expense, the services of a Professional Surveyor and Mapper licensed in the State of Florida for the field layout of all WORK indicated or specified in this SECTION. The CONTRACTOR's licensed surveyor shall perform all initial Site layout and shall provide follow-up verification of all WORK underway as necessary.

1.07 CERTIFICATIONS AND TESTING:

A. The responsibility to retain the services of an independent testing laboratory shall be as defined in SECTION 01410.

B. The CONTRACTOR shall furnish, at his own expense, all testing required to establish and maintain his Quality Control (QC) processes required or specified in this SECTION. Field density tests shall be in accordance with all applicable ASTM Standards appropriate to each type of material used in the earthwork. Failure to meet the specified density will require the CONTRACTOR to recompact and retest, at his own expense, those areas directed by the VILLAGE.

1.08 INSPECTION COORDINATION:

A. The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide at least 48 hours advanced notice of its his intention to begin new WORK activities.

1.09 WARRANTY:

A. The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

**PART 2 - PRODUCTS**

2.01 MATERIALS ENCOUNTERED:

A. The CONTRACTOR shall consider all materials encountered in excavations as suitable for use in Random Fill, provided that they consist of two (2) or more well-graded soils and achieve the required compaction as specified in this SECTION.

B. The CONTRACTOR shall consider all materials encountered, regardless of type, character, composition and condition thereof unclassified other than as indicated in Article 1.03 Definitions. The CONTRACTOR shall estimate the quantity of various materials included prior to submitting the Bid Form. Rock encountered shall be handled by the CONTRACTOR at no additional cost to the VILLAGE.

**PART 3 - EXECUTION:**

3.01 SITE PREPARATION:

A. Clearing: The CONTRACTOR shall perform clearing as specified in SECTIONS 02110.

B. Stripping: The CONTRACTOR shall remove topsoil from areas within limits of excavation and areas designated to receive compaction as shown on the Drawings, required and as provided below:

1. Scrape area clean of all brush, grass, weeds, roots, and other material.

2. Strip to a minimum depth of approximately six (6) inches or to a sufficient depth to remove excessive roots in heavy vegetation or brush areas and as required segregating topsoil. All roots and branches 1/2 inch in diameter or greater shall be removed.

3. Stockpile topsoil in areas where it will not interfere with construction operations or existing facilities. Stockpiled topsoil shall be reasonably free of subsoil, debris and stones larger than two inches in diameter.

3.02 DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL: The CONTRACTOR shall dispose of all excess or unsuitable material off-site or in areas otherwise approved by the VILLAGE.

3.03 STOCKPILE OF EXCAVATED MATERIAL: The CONTRACTOR shall stockpile excavated materials in areas shown on the Drawings or in areas otherwise approved by the VILLAGE.

3.04 EXCAVATION AND TRENCHING:

A. Trenching for Pipes: The CONTRACTOR shall perform trenching for pipes as shown on the Drawings, required, and specified in accordance with SECTION 02221.

B. Excavation for Structures: The CONTRACTOR shall perform excavation for structures as shown, required and specified below:

1. Excavate area adequate to permit efficient erection and removal of forms.

2. Trim to neat lines where details call for concrete to be deposited against earth.

3. Excavate by hand in areas where confined space and access restricts the use of machines.

4. Notify the VILLAGE immediately when excavation has reached the depth indicated on plans.

5. Restore bottom of excavation to proper elevation with concrete in areas that are over excavated.

6. Conform to the requirements of SECTION 02221.

C. Demucking: The CONTRACTOR shall remove all organic soils from areas below structures, piping, and road subgrades to the lines and grades as shown in the Drawings. Materials excavated shall not be used for backfill of structures or pipes.

3.05 EMBANKMENT:

A. Embankment: The CONTRACTOR shall construct embankments in accordance with the requirements of Section 120 of the latest edition of the FDOT Standard Specifications for Road and Bridge Construction.

3.06 BACKFILLING:

A. Structure Backfill: The CONTRACTOR shall place structural backfill in accordance with the lines, grades, and cross-sections shown in the Drawings or as ordered by the VILLAGE. The CONTRACTOR shall backfill using Select Fill. Stones or rocks greater than two (2) inches (51 mm) in any dimension shall not be placed within twelve (12) inches of the structure. Lifts shall not exceed eight (8) inches. The following procedures shall be adhered to:

1. Structure backfill shall be compacted to not less than 95% maximum dry density as measured by ASTM D1557.
2. Backfill shall not be placed against fresh concrete without the approval of the VILLAGE. Once approved, backfill only after concrete has attained at least 70% design strength. Backfill adjacent to structures only after a sufficient portion of the structure has been built to resist the imposed load.
3. Remove all debris from excavation prior to placement of material.
4. Place backfill in level layers of thickness within the compacting ability of equipment used.
5. Perform backfilling simultaneously on all sides of structures. For walls, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

3.07 GRADING: The CONTRACTOR shall perform grading as shown on the Drawings, required, and provided for below:

A. Grade and compact all areas within the project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.

B. Degree of finish shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified.

C. Finished rough grades shall generally be not more than one quarter foot above or below those indicated with due allowances for topsoil.

D. Finish all ditches, swales, and gutters to drain readily.

E. Provide roundings at top and bottom of banks and at other breaks in grade.

3.08 RESTORATION:

A. The CONTRACTOR shall restore all areas disturbed by construction activities to equal or better condition and to the satisfaction of the VILLAGE. Seed and mulch all other disturbed areas.

3.09 MAINTENANCE:

A. The CONTRACTOR shall protect newly graded areas from actions of the elements.

B. The CONTRACTOR shall fill, repair, and re-establish grades to the required elevations and slopes for any area that shows settling or erosion occurring prior to seeding.

C. The CONTRACTOR shall maintain sodded areas in accordance with SECTIONS.

END OF SECTION

SECTION 02220 EXCAVATION AND BACKFILLING

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall furnish all labor, materials, and equipment to perform the excavation and backfilling as shown on the Drawings.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 02110 - Clearing and Land Preparation
3. SECTION 02200 - Earthwork

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. American Society of Testing Materials (ASTM):
   a. D698 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12400 ft-lbf/cu. ft. (600 kN-m/$m^3$))
   b. D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56000 ft-lbf/cu. ft. (2700 kN-m/$m^3$))
   c. D4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
   d. D4254 - Standard Test Method for Minimum Index Density and Unit Weight of Soils and Calculation of Relative Density
2. Florida Department of Transportation (FDOT):
   a. Standard Specifications for Road and Bridge Construction, Latest Edition

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS:

A. Submittals shall be in accordance with SECTION 01300.

B. The CONTRACTOR shall submit, prior to the start of work, the planned method of construction of the embankments shown on the Drawings, or as specified herein, for the VILLAGE's review. This plan shall also indicate the intended construction sequence for backfilling operation.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES: (Not Applicable)

1.07 CERTIFICATIONS AND TESTING: Field density tests in accordance with ASTM Standards, for each type of material used in backfilling may be required. Failure to meet the specified density will require the CONTRACTOR to recompact and retest, at its own expense, those areas directed by the VILLAGE.

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide the VILLAGE at least 48 hours advance notice of its intention to begin new WORK activities.

1.09 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

**PART 2 - PRODUCTS**

2.01 STRUCTURAL BACKFILL: The CONTRACTOR shall provide satisfactory structural backfill material which shall consist of material free of muck, stumps, rocks, or other material considered unacceptable by the VILLAGE. The general requirements for fill shall be in accordance with SECTION 02200 and FDOT 120-7.1 and 7.2.

2.02 EMBANKMENT FILL: The CONTRACTOR shall provide embankment fill free of muck, stumps, roots, brush, vegetation or other material considered undesirable by the VILLAGE. The general requirements of embankment fill shall be in accordance with SECTION 02200 and FDOT 120-7.1 and 7.2.

**PART 3 - EXECUTION**

3.01 SITE PREPARATION:

A. Clearing and Grubbing: The CONTRACTOR shall perform clearing and grubbing in accordance with SECTION 02110 and with the following provisions:

1. Perform only in areas where earthwork or other construction operations are to be performed or otherwise shown on Drawings.
2. Protect tops, trunks, and roots of existing trees that are to remain on the Site.
3. Clear areas and dispose of other trees, brush and vegetation before starting construction.
4. Remove tree stumps and roots larger than 3 inches in diameter and backfill resulting excavations with approved material.

B. Stripping: The CONTRACTOR shall remove topsoil from areas within limits of excavation and areas designated to receive compaction as shown on the Drawings, required and as provided below:

1. Scrape area clean of all brush, grass, weeds, roots, and other material.
2. Strip to depth of approximately 6 inches or to a sufficient depth to remove excessive roots in heavy vegetation or brush areas and as required segregating topsoil.
3. Stockpile topsoil in areas where it will not interfere with construction operations or existing facilities. Stockpiled topsoil shall be reasonably free of subsoil, debris and stones larger than 2 inches in diameter.

3.02 DISPOSAL OF SURPLUS AND UNSUITABLE MATERIAL: The CONTRACTOR shall dispose of all excess or unsuitable material off-site or in areas otherwise approved by the VILLAGE.

3.03 STOCKPILE OF EXCAVATED MATERIAL: The CONTRACTOR shall stockpile excavated materials in areas shown on the Drawings or in areas otherwise approved by the VILLAGE.

3.04 PLACEMENT OF STRUCTURAL FILL: The CONTRACTOR shall place structural backfill true to the lines, grades and, cross sections shown in the Drawings or as ordered by the VILLAGE. Structural backfill shall be deposited by the CONTRACTOR in horizontal layers not exceeding 8 inches in depth measured loose, and shall be compacted to a density of not less than 95 percent of the maximum density at optimum soil moisture content +/- 2 percent as determined by ASTM D1557 Standards. Backfill shall not be placed against fresh concrete without the approval of the VILLAGE.

3.05 PLACEMENT OF EMBANKMENT FILL: The CONTRACTOR shall construct embankments true to the lines, grades, and cross sections shown on the Drawings or as directed by the VILLAGE. Fill for embankments shall be placed by the CONTRACTOR in successive layers of not more than 12 inches in thickness, measured loose, for the full width of the embankment. Each layer of the material used in the formation of the embankments shall be compacted by the CONTRACTOR to a density of at least 95 percent of the maximum density as determined by ASTM D1557 Standards. Unreasonable roughness of the surface shall be dressed out. Rocks and boulders shall not project above the finished surfaces. All areas disturbed shall be graded by the CONTRACTOR so that water drains freely at all points after construction.

3.06 COMPACTION EQUIPMENT: When placing fill adjacent to foundations or retaining walls, heavy equipment for spreading and compacting fill shall not be operated closer than a distance equal to the height of

backfill above the top of the footing; the area remaining shall be compacted in layers not more than 4 inches in compacted thickness with power-driven hand tampers suitable for the materials being compacted. Backfill shall be placed carefully around pipes or tanks to avoid damage to coatings, wrappings, or tanks. Backfill shall not be placed against foundation walls prior to 7 days after completion of the walls. As far as practicable, backfill shall be brought up evenly on each side of the wall and sloped to drain away from the wall.

3.07 GRADING: The CONTRACTOR shall perform grading as shown on the Drawings, required, and provided for below:

A. Grade and compact all areas within the Project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.

B. Degree of finish shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified.

C. Finished rough grades shall generally be not more than 1 quarter foot above or below those indicated with due allowances for topsoil.

D. Finish all ditches, swales, and gutters to drain readily.

E. Provide roundings at top and bottom of banks and at other breaks in grade.

3.08 CLEANUP: The CONTRACTOR shall cleanup the Site as required and provided for below, to the satisfaction of the VILLAGE:

A. Clear surfaces of all stones, roots, grading stakes, and other objectionable materials.

B. Keep paved areas clean and promptly remove rock or dirt dropped upon surfaces.

3.09 PROTECTION AND MAINTENANCE: The CONTRACTOR shall maintain the embankments until final acceptance of all work. The maintenance shall include repairs of any erosion, slides, or other damages.

END OF SECTION

SECTION 02232 LIMEROCK BASE

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall provide all labor, equipment and materials to rework the existing rock base and shall include the adding of new limerock material as required by the plans or as specified herein.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. Florida Department of Transportation (FDOT):

a. Standard Specifications for Road and Bridge Construction, Latest Edition

B. American Society of Testing Materials, (ASTM):

a. D1557 - Standard Test Methods for Laboratory Compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lb/$ft^3$ (2,700 kN-m/$m^3$))

b. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Submittals shall be in accordance with SECTION 01300.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES: (Not Applicable)

1.07 CERTIFICATIONS AND TESTING: (Not Applicable)

1.08 TESTS: If the VILLAGE deems necessary, field density tests in accordance with ASTM D6938, Test for Density of Soil and Soil-Aggregate in Place by the Nuclear Method will be performed. The areas to be tested shall be determined by the VILLAGE. Laboratory compaction tests in accordance with ASTM D1557 Standard Test Methods for Laboratory compaction Characteristics of Soil Using the Modified Effort (56,000 ft-lbf/cu. ft.) will also be performed. The CONTRACTOR shall make the Site available for testing and cooperate fully to allow tests to be taken. Failure to meet the specified density will require the CONTRACTOR to recompact and retest those areas directed by the VILLAGE.

1.09 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide 48 hours advance notice of its intention to begin new WORK activities.

1.10 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

**PART 2 - PRODUCTS**

2.01 LIMEROCK BASE: The CONTRACTOR shall provide new limerock conforming to FDOT Standard Specifications for Road and Bridge Construction. Acceptance of the material will be in accordance with FDOT Standard Specifications for Road and Bridge Construction.

**PART 3 - EXECUTION**

3.01 BASE PREPARATION: The CONTRACTOR shall prepare the existing base by scarifying and disking to a depth of not less than 6 inches for the full width of the proposed base. The base shall be loosened to such an extent that no pieces larger than 3-1/2 inches in the greatest dimension remain bonded together. All unsuitable base materials such as organic matter, muck, roots, brush, or other material that will not compact into a suitable and enduring roadbed shall be removed and disposed off-site.

3.02 REMOVAL OF ASPHALTIC SURFACES: The CONTRACTOR shall remove all asphaltic concrete surfaces prior to scarifying of the existing rock base. All such materials shall be disposed of off-site in areas provided by the CONTRACTOR, unless other disposal is shown on the plans.

3.03 SPREADING AND SHAPING: The CONTRACTOR shall spread existing base materials to the full width of the proposed new base course and to a grade and cross section roughly parallel to the finished grade. Limerock shall be added as necessary to bring the proposed base to the grades required on the Drawings.

3.04 COMPACTING AND FINISHING BASE: The CONTRACTOR shall compact by rolling with either the grid-type roller or the sheepsfoot roller, properly weighted, after the spreading and mixing operations are complete. The material being compacted shall be maintained within plus or minus 2 percent of its optimum moisture content during compaction. Final rolling shall be accomplished with traffic rollers. The base shall be compacted to not less than 95 percent of the maximum density as determined by ASTM D1557, and in accordance with FDOT Standard Specifications for Road and Bridge Construction Section 204-6.

3.05 PRIMING AND MAINTAINING: The CONTRACTOR shall apply prime coat only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. The CONTRACTOR shall be responsible for assuring that the true crown and template are maintained, with no rutting or other distortion, and that the base meets all the requirements at the time the surface course is applied.

END OF SECTION

SECTION 02436 ENVIRONMENTAL PROTECTION

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall provide all labor, equipment and materials necessary for the prevention of environmental damage as the result of construction operations under this Contract and for those measures set forth in other requirements of the Technical Specifications.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. Environmental Protection Agency (EPA):
    a. Clean Air Act (CAA)
    b. Clean Water Act (CWA)
    c. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)
    d. Executive Orders and EPA requirements, as appropriate; and all general and specific Federal Permit Conditions as applicable.
    e. Federal Insecticide, Fungicide and Rodenticide Act (FIFRA)
    f. National Environmental Laboratory Accreditation Conference (NELAC)
    g. National Environmental Policy Act (NEPA)
    h. National Pollution Discharge Elimination System (NPDES)
    i. Resource Conservation and Recovery Act (RCRA)
    j. Safe Drinking Water Act
    k. Toxic Substance Control Act (TSCA)
2. Code of Federal Regulations (CFR):
    a. 40 CFR - Parts 109, 261.10, 260-268, 273, 279
3. Florida Department of Environmental Protection (FDEP):
    a. Florida Administrative Code (FAC)
        i. 62-770, 62-780
    b. Florida Stormwater, Erosion and Sedimentation Control Inspector’s Manual
4. Florida Department of Transportation (FDOT):
    a. Standard Specification for Road and Bridge Construction - Sections 104-1, 2, 3, 4, 6 and 7
5. Florida Statutes
    a. Chapter 403
6. National Oceanic and Atmospheric Administration (NOAA):
    a. Coastal Zone Management Act (CZMA)
7. National Park Service (NPS):
    a. Native American Graves Protection and Repatriation Act (NAGPRA)
    b. National Historic Preservation Act (NHPA)
8. U.S. Army Corps of Engineer (USACE)
9. U.S. Fish & Wildlife Service (FWS):
    a. Endangered Species Act (ESA)
    b. Fish and Wildlife Coordination Act (FWCA)

c. Migratory Bird Treaty Act (MBTA)

B. State and local codes, permits, regulations and ordinances as applicable.

1.03 DEFINITIONS: For the purpose of this SECTION, environmental damage is defined as the presence of hazardous, physical, or biological elements or agents which alter the physical, chemical or biological integrity of the environment in such a way that it represents an unacceptable risk to public health, safety or welfare; unfavorably alter ecological balances; affect other species, biological communities, or ecosystems; or degrade the quality of the environment for aesthetic, cultural, and/or historical purposes. The control of environmental damage requires consideration of land, water, and air, and includes management of visual aesthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.04 SUBMITTALS: Within 20 calendar days after the Notice to Proceed (NTP), the CONTRACTOR shall submit an Environmental Protection Plan (Plan) for review and acceptance by the VILLAGE in accordance with SECTION 01300. Approval of the Plan shall not relieve the CONTRACTOR of its responsibility for adequate and continuing control of pollutants and appropriate environmental protection measures. Approval of the Plan is conditional and predicated on satisfactory performance during construction. The VILLAGE reserves the right to require the CONTRACTOR to modify the Plan if it is determined that environmental protection requirements are not being met. No physical WORK at the Site shall begin prior to acceptance of the Plan. The Plan shall include, but not be limited to the following:

A. Submittals shall be in accordance with SECTION 01300.

B. A list of the Federal, State and Local laws, regulation and permits concerning environmental protection, pollution control and abatement that are applicable to the CONTRACTOR's proposed operations and the requirements imposed.

C. Methods for protection of features to be preserved within the authorized WORK areas: The CONTRACTOR shall prepare a listing of methods to protect resources needing protection (trees, shrubs, vines, grasses and ground cover, landscape features, air and water quality, fish and wildlife, soil and historical, archeological and cultural resources).

D. Procedures to be implemented are to provide all necessary environmental protection and to comply with applicable laws and regulations: The CONTRACTOR shall provide written assurance that immediate corrective action will be taken to correct any environment damage due to accident, natural causes or failure to follow the procedures set out in accordance with the Plan.

E. Environmental monitoring plans, if applicable.

F. Traffic control plan, if applicable.

G. Drawings showing locations of proposed temporary activities, such as material storage areas or stockpiles of excess spoil or materials.

H. Erosion and sediment control methods, for protecting surface waters, wetlands, and groundwater during construction. All stormwater and erosion control methods shall be in accordance with the FDEP Florida Stormwater, Erosion and Sedimentation Control Inspector's Manual. The CONTRACTOR shall prevent and control erosion and water pollution as per FDOT Specification Sections 104-1, 2, 3, 4, 6 and 7 and all applicable FDEP regulations and permit conditions.

I. Spill Prevention Methods: The CONTRACTOR shall identify any hazardous or potentially hazardous substances to be used on the Site and indicate intended actions to prevent accidental or intentional introduction of these materials into the air, ground, water, wetlands or drainage areas. The Plan shall specify the actions that will be taken to meet the federal, state and local laws regarding labeling, storage, removal, transport and disposal of all hazardous or potentially hazardous substances.

J. Spill Contingency Plan for hazardous, toxic or petroleum material.

K. A WORK area plan, showing proposed activities and identifying areas of limited use or non-use, and including measures that will be taken for field identification of these areas.

L. Identification of the person who shall be responsible for implementation of the Plan. This person shall have authority to respond for the CONTRACTOR in all environmental protection matters.

M. A recycling and waste management plan. The CONTRACTOR shall include waste minimization efforts in the Plan.

1.05 QUALIFICATIONS:

A. The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide at least 48 hours advance notice of its intention to begin new WORK activities.

1.06 RESPONSIBILITIES:

A. Quality Control: The CONTRACTOR shall establish and maintain quality control for the environmental protection of all items set forth herein. The CONTRACTOR shall record on daily quality control reports or attachments thereto, any problems in complying with applicable laws, regulations and ordinances, and corrective action(s) taken.

B. Permits and Authorizations: The CONTRACTOR shall apply for and obtain all necessary permits or licenses unless the VILLAGE has already acquired them. The CONTRACTOR shall be responsible for implementing and complying with all terms, conditions and requirements of all permits issued for construction of the Project. The CONTRACTOR shall also provide all necessary signage describing all Threatened and/or Endangered species which are identified in applicable environmental permits.

1.07 CERTIFICATIONS AND TESTINGS: All physical, chemical, and biological measurements and analyses that are necessary to comply with the monitoring requirements in all applicable permits or in this Contract must be performed according to approved methods and procedures by a commercial laboratory that is certified to perform the required analyses according to the approved methods and procedures by the National Environmental Laboratory Accreditation Conference (NELAC).

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide to the VILLAGE at least 48 hours advance notice of its intention to begin new WORK activities.

1.09 NOTIFICATION:

A. In the event that the VILLAGE notifies the CONTRACTOR of any non-compliance with federal, state or local laws, permits or other elements of the CONTRACTOR's Environmental Protection Plan, the CONTRACTOR shall without delay inform the VILLAGE of the proposed correction action and take such action as approved.

B. The CONTRACTOR shall notify the VILLAGE immediately of any warnings or notices of noncompliance, fines, citations or tickets issued directly to the CONTRACTOR by any federal, state, or local environmental protection, waste management, code enforcement, or fire, police, or public health agency.

C. If the CONTRACTOR fails to comply, the VILLAGE may order all WORK to cease until corrective action has been taken. No time extensions shall be granted or damages allowed for the suspension of WORK under this circumstance.

D. A Notice of Termination (NOT) shall be sent to the applicable federal, state, and local permit-issuing authorities with a copy to the VILLAGE within 14 days of final stabilization

1.10 SUMMARY: The CONTRACTOR shall submit a written report within 30 days of completion of the Project. This report shall delineate the absence, or occurrence, of reported or unreported environmental incidents during the course of the Project.

1.11 TRAINING:

A. The CONTRACTOR shall train its personnel in relevant phases of environmental protection. The training shall include methods of detecting and avoiding pollution, familiarization with pollution standards, and careful installation and monitoring of the Project to ensure continuous environmental pollution control.

**PART 2 - EXECUTION (PROTECTION OF ENVIRONMENTAL RESOURCES)**

2.01 GENERAL: During the entire period of the Contract, the CONTRACTOR shall protect environmental resources within the Project boundaries and those affected outside the limits of construction. The CONTRACTOR shall confine its activities to the areas defined by the Drawings and specifications. Any deviations from the Drawings

including, but not limited to borrow areas, disposal areas, staging areas, and alternate access routes will require additional review by the VILLAGE to ensure compliance with applicable environmental rules and regulations prior to implementation/or commencement of those deviations.

2.02 PROTECTION OF LAND RESOURCES: Prior to the beginning of any construction the CONTRACTOR shall delineate, install protection and be responsible for preservation of all land resources that are to be preserved or avoided within the WORK area. The CONTRACTOR shall not remove, cut, deface, injure, or destroy any land resources (trees, shrubs, vines, grasses, topsoil, or land forms) unless indicated in the Drawings or specifically authorized by the VILLAGE. All damaged areas shall be restored to original or better condition, to the satisfaction to the VILLAGE.

2.03 DISTURBED AREAS: The CONTRACTOR shall effectively prevent erosion and control sedimentation through approved materials and methods as identified in the Environmental Protection Plan. Disturbed areas will include areas of ingress and egress, construction materials storage, staging, washdown areas, and toxic, hazardous, and solid materials/waste storage areas. Disturbed areas shall be temporarily stabilized within 7 days of cessation of phased construction activity and permanently stabilized within 14 days of cessation of all phases of construction activity. Temporary Best Management Practices (BMPs) shall remain in place and in effect until the final Site inspection is complete and Site is certified as stabilized.

2.04 PROTECTION OF WATER RESOURCES:

A. The CONTRACTOR shall conduct all activities in a manner to avoid pollution of surface water, ground water and wetlands. The CONTRACTOR's construction methods shall protect wetland and surface water areas from damage due to mechanical grading, erosion, sedimentation and turbid discharges. No storage or stockpiling of equipment shall be allowed within any wetland area unless specifically authorized under a permit for the Project.

B. Water directly derived from construction activities shall not be allowed to directly discharge to water areas, but shall be collected in retention areas to allow settling of suspended materials. The CONTRACTOR shall monitor water quality of dewatering discharge into water bodies or leaving the Site in accordance with applicable environmental permits. All monitoring of any water areas that are affected by construction activities shall be the responsibility of the CONTRACTOR.

2.05 OIL, FUEL AND HAZARDOUS SUBSTANCE SPILL PREVENTION:

A. The CONTRACTOR shall prepare a spill contingency plan in accordance with 40CFR, Part 109. The CONTRACTOR shall prevent oil, fuel or other hazardous substances from entering the air, ground, drainage, and local bodies of water or wetlands. In the event that a spill occurs, despite design and procedural controls, the CONTRACTOR shall take immediate action to contain and clean up the spill and report the spill immediately to the VILLAGE and to other appropriate federal, state, and local agency contacts. Reportable quantities (greater than 25 gallons) of petroleum-based fluids must be reported within 1 hour to the National Response Center (800-424-8802) and State Warning Point (800-320-0519) if it reaches the waters of the state or, if not, within 24 hrs to State Warning Point. Toxic and hazardous substance spills directly into waters of the state, in any quantity, must be reported immediately to the VILLAGE and those federal and state points of contact listed above.

B. The CONTRACTOR shall submit a written report to the VILLAGE and to the State of Florida Bureau of Emergency Response providing certification of commitment of manpower, equipment and materials necessary to prevent the spread and effect expeditious cleanup and disposal. This report shall be submitted within 48 hours of the spill event.

2.06 MATERIALS AND WASTE MANAGEMENT:

A. For sanitary waste management, the CONTRACTOR shall ensure that portable restrooms will be anchored on level ground with at least a 15-foot set-back from water bodies or banks or slopes thereto. For solid waste management, dumpster(s) will either be outfitted with a water-tight cover or be covered with a tarpaulin when not in use to minimize infiltration and leaching of rain with at least a 15-foot set-back from water bodies, conveyances thereto, or banks or slopes thereto. Hazardous materials storage areas and liquid refuse and hazardous waste collection and storage areas shall be denoted on the Plan.

B. The CONTRACTOR shall ensure toxic substances and hazardous materials are stored in a locked, blast-resistant shed anchored to a bermed concrete or asphalt pad on level ground with at least a 15-foot setback from any water bodies, conveyances thereto, or banks or slopes thereto.

C. For solid and/or hazardous waste disposal involving lead-based paint, the CONTRACTOR shall ensure containers with Toxicity Characteristic Leaching Procedure – Tetraphenylborate (TCLP TPb) concentrations in excess of the Resource Conservation and Recovery Act (RCRA) action level will be transported by a licensed hazardous waste hauler to a licensed hazardous waste disposal facility within the time limit appropriate to the generation rate and accumulated volume of hazardous waste material. Containers with TCLP TPb concentrations less than the RCRA action level shall be transported by a licensed solid waste hauler to a licensed Class I solid waste disposal facility. In either case, the CONTRACTOR shall obtain and transmit signed and dated copies of the transport and disposal manifests to the VILLAGE's for records retention.

D. The CONTRACTOR is prohibited from the on-site burning of hazardous wastes (aerosol cans, oil filters, etc.). All hazardous wastes shall be disposed of as required by law. Copies of relevant Material Safety Data Sheets (MSDSs) shall be appended to the Environmental Protection Plan, Safety Plan, Spill Prevention Plan, and Stormwater Pollution Prevention Plan (SWPPP).

E. The CONTRACTOR is responsible for the materials and processes where wastes may be generated under the contracted activities. The CONTRACTOR is responsible for providing the materials in order to implement the Contract and is responsible for operating and maintaining any processes from which waste material may be generated.

F. The CONTRACTOR is deemed to be the "generator" as defined in 40 CFR 261.10 for any hazardous wastes or spill residue that is generated during the activities encompassed in this Contract. It is recognized that it is the CONTRACTOR's or a subcontractor of the CONTRACTOR whose act first causes a hazardous waste to become subject to regulation. The CONTRACTOR is a different legal entity from the owner/operator of the physical location/property where the contracted activities will be conducted. CONTRACTOR is a "person" within the meaning of Section 403.031(5), Florida Statutes.

G. The CONTRACTOR is responsible for compliance with applicable standards of 40 CFR 260-268 and 40 CFR 273 and 279 and state regulations which adopt or reference these federal standards.

H. The CONTRACTOR is responsible for the generation and retention of records associated with waste management practices and disposition. All records shall be maintained for a minimum of 3 years from the date of generation. All records will be made available to the VILLAGE or regulatory agencies upon request.

I. In the event of any chemical discharges associated with CONTRACTOR's or subcontractor's activities, CONTRACTOR shall be responsible for reporting, assessment and remediation of such discharges in accordance with applicable federal, state or local regulations and/or guidelines including, but not limited to, 40 CFR 264/265, Chapter 62-770, Florida Administrative Code (F.A.C.) and Chapter 62-780, F.A.C.

3.07 FISH AND WILDLIFE RESOURCE PROTECTION: The CONTRACTOR shall control and minimize interference with, disturbance to, and damage of fish and wildlife resources.

A. If adverse impacts occur to fish and wildlife species of concern, including but not limited to Threatened and/or Endangered Species and Protected Migratory Bird Species, the CONTRACTOR shall immediately notify the VILLAGE and provide details of adverse impacts for determination of further action that may be required. Adverse impact is defined as any harassing, harming, pursuing, hunting, shooting, wounding, killing, trapping, capturing, collecting, or attempting to engage in any such activity. Threatened and/or Endangered Species that require specific protection measures as identified in the environmental permits shall be listed in the Environmental Protection Plan.

B. In the event that the VILLAGE determines that an adverse impact to species of concern, including but not limited to Threatened and/or Endangered Species and Protected Migratory Bird Species occur as a result of the construction activities, the VILLAGE shall notify the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service for determination of further action and possibly to determine if seasonal or daily timing restrictions on construction activities is needed.

C. The CONTRACTOR and all personnel shall be familiar with the Plan shall be able to identify the threatened and endangered species listed in the Plan. Any activity observed by the CONTRACTOR that may result in

adverse impact to threatened or endangered species shall be reported immediately to the VILLAGE, who shall have sole authority for any WORK stoppages, creation of a buffer area, or restart of construction activities.

D. Any Threatened and/or Endangered Species and species of concern observed at the Site will be recorded and logged. The logs shall be provided to the VILLAGE on a bi-weekly basis. See attached Wildlife Log, Appendix A. If nesting activity is detected within and/or adjacent to the Site, the CONTRACTOR shall immediately contact the VILLAGE for determination of further action and possibly to determine if seasonal or daily timing restrictions on construction activities is needed.

3.08 ENVIRONMENTAL PROTECTION RETENTION RECORD RETENTION: The CONTRACTOR shall retain a copy of all required permits, the Plan, the SWPPP, the Spill Prevention Plan, and all associated reports, records and documentation required by these permits or the Contract at the construction Site or an appropriate alternative location as specified in the Notice of Intent (NOI) from NTP through Notice of Termination (NOT). Such documentation includes but is not limited to soil disturbance and stabilization logs, inspection and corrective action logs, turbidity monitoring logs, wildlife observation logs and reports, TCLP and Synthetic Precipitation Leaching Procedure (SPLP) assay results, sanitary, solid, and hazardous waste transport and disposal manifests, spill reports, material safety data sheets, and any warnings, citations or notices of noncompliance, or fees, levees, fines or penalties. A copy of all such records shall be submitted to the VILLAGE at the time of Contract close-out.

2.09 PROTECTION OF AIR RESOURCES: The CONTRACTOR shall minimize pollution of air resources. All activities, equipment, processes and WORK operated or performed in accomplishing the specified construction shall be in strict accordance with the applicable air pollution standards of the State of Florida (F.S. Chapter 403 – Environmental Control and F.A.C. Section 200 – Recirculation Chiller) and all Federal emission and performance laws and standards as applicable. This includes, but is not limited to, control of particulates, dust generated by or incidental to construction activities, burning and odors.

2.10 PRESERVATION AND RECOVERY OF HISTORIC, ARCHEOLOGICAL, AND CULTURAL RESOURCES: If applicable, known historic, archeological and cultural resources within the CONTRACTOR's WORK area(s) will be designated as a "Sensitive Environmental Area" on the Drawings or other documents. If so designated, the CONTRACTOR shall install protection for these resources and shall be responsible for their preservation during the Contract's duration. The CONTRACTOR shall not distribute maps or other information on these resource locations except for distribution among the CONTRACTOR's staff with a "need to know" technical responsibility for protecting the resources.

A. Inadvertent Discoveries: If, during construction or other activities, the CONTRACTOR observes items that may have historic or archeological value, such observations shall be reported immediately to the VILLAGE so that the appropriate staff may be notified and a determination made for what, if any, additional action is needed. Examples of historic, archeological and cultural resources are bones, remains, artifacts, shell, midden, charcoal or other deposits, rocks or coral, evidences of agricultural or other human activity, alignments, and constructed features. The CONTRACTOR shall cease all activities that may result in the destruction of these resources and shall prevent his employees from further removing, or otherwise damaging, such resources.

B. Claims for Downtime due to Inadvertent Discoveries: Upon discovery and subsequent reporting of a possible inadvertent discovery of cultural resources, the CONTRACTOR shall seek to continue WORK well away from, or otherwise protectively avoiding, the area of interest, or in some other manner that strives to continue productive activities in keeping with the Contract. Should an Inadvertent Discovery be of the nature that substantial impact(s) to the WORK schedule are evident; such delays shall be coordinated with the VILLAGE.

END OF SECTION

**Appendix A**
**Wildlife Log**

For Threatened and/or Endangered Species and Species of Concern Listed in Permit

Wood Storks Sightings, since they are so abundant, will be logged on a bi-weekly basis in coordination with Bi-weekly Construction Progress Meetings and will be reported quarterly along with other sightings.

| ¨ **Eastern Indigo Snake** ¨ **Bald Eagle** ¨ **Wood Stork** ¨ **Florida Panther**<br>¨ **Caracara** ¨ **Gopher Tortoise** ¨ **Other_____** | |
|---|---|
| **Project Name** | |
| Date of Sighting | |
| Time of Sighting | |
| Temperature | |
| Wind (mph) | |
| Weather Conditions<br>(ex: note sky cover, raining, humid, cloudy, sunny, cool, hot, etc) | |
| Construction Activity Occurring | |
| Equipment being Used | |
| Condition of Animal<br>(ex: injured, unharmed, etc) | |
| Behavior of Animal<br>(ex: disoriented, aggressive, etc) | |
| Actions taken after sighting | |
| Size of Animal | |
| GPS Coordinates/Specific Location | |
| Pictures Taken (Attach pictures) | |
| Date this form was completed | |
| Observers Company/Agency | |
| Observers Name | Print Name: |
| | Signature: |
| Observers Contact Info | Office: |
| | Cell: |
| | Email: |

**EXAMPLE FORM**
**Wildlife Log**

For Threatened and/or Endangered Species and Species of Concern Listed in Permit

Wood Storks Sightings, since they are so abundant, will be logged on a bi-weekly basis in coordination with Bi-weekly Construction Progress Meetings and will be reported quarterly along with other sightings.

| þ **Eastern Indigo Snake** ¨ **Bald Eagle** ¨ **Wood Stork** ¨ **Florida Panther** ¨ **Caracara** ¨ **Gopher Tortoise** ¨ **Other**_____ | |
|---|---|
| **Project Name** | C-44 Reservoir |
| Date of Sighting | Tuesday, January 29, 2008 |
| Time of Sighting | 0900 |
| Temperature | 75° |
| Wind (mph) | 5-10 mph |
| Weather Conditions (ex: note sky cover, raining, windy, humid, cloudy, sunny, cool, hot, etc) | Partial cloud/Sunny |
| Construction Activity Occurring | Demobilization of Construction Trailers, nothing near the area snakes were sighted |
| Equipment being Used | n/a |
| Condition of Animal (ex: injured, unharmed, etc) | Good |
| Behavior of Animal (ex: disoriented, aggressive, etc) | under a door in an abandoned citrus office |
| Actions taken after sighting | Determined sex, took photos, estimated size |
| Size of Animal | Approx 6’ |
| GPS Coordinates/Specific Location | N 27 05 33.59 W 80 26 59.90<br>NE Corner of Project along Eastern Levee |
| Pictures Taken (Attach pictures) | Yes, attached |
| Date this form was completed | Tuesday, February 5, 2008 |
| Observers Company/Agency | Land Clearing Inc. |
| Observers Name | Print Name: |
| | Signature: |
| Observers Contact Info | Office: |
| | Cell: |
| | Email: |

EXAMPLE





SECTION 03100 CONCRETE FORMWORK AND ACCESSORIES

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall provide all labor, materials and equipment for the following:

1. Design and construction of all necessary formwork including the required bracing, supports, scaffolding, shoring, and other falsework to produce cast-in-place concrete in the finished structure within the required tolerances for line, grade dimension and detail.

2. Joints in concrete, complete and in place, in accordance with the Contract Documents. Joints in concrete structures shall be the types defined below and will be permitted only where indicated, unless specifically accepted by the VILLAGE.

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals

2. SECTION 03300 - Cast-in-Place Concrete

1.02 APPLICABLE STANDARDS AND PUBLICATIONS: The following standard specifications shall apply to the WORK of this SECTION:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. American Concrete Institute (ACI)

a. 347 - Guide to Formwork for Concrete

b. 117 - Specification for Tolerances for Concrete Construction and Materials

2. American Society of Testing and Materials (ASTM)

a. A775 – Standard Specification for Epoxy Coated Reinforcing Steel Bars

b. C920 – Standard Specification for Elastomeric Joint Sealant

c. D412 - Standard Test Method for Vulcanized Rubber and Thermoplastic Elastomers - Tension

d. D624 - Standard Test Method for Tear Strength of Conventional Vulcanized Rubber and Thermoplastic Elastomers

e. D638 - Standard Test Method for Tensile Properties of Plastics

f. D746 - Standard Test Method for Brittleness Temperature of Plastics and Elastomers by Impact

g. D747 - Standard Test Method for Apparent Bending Modulus of Plastics by Means of a Cantilever Beam

h. D1056 – Standard Specification for Flexible Cellular Materials - Sponge or Expanded Rubber

i. D1752 – Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction

j. D2000 - Standard Classification System for Rubber Products in Automotive Applications

k. D2240 - Standard Test Method for Rubber Property - Durometer Hardness

l. D2241 – Standard Specification for Poly (Vinyl Chloride) (PVC) Pressure-Rated Pipe (SDR Series)

3. US Product Standards (PS)

a. PS-1 - Construction and Industrial Plywood for Concrete Forms

b. PS-20 - American Softwood Lumber Standard

4. NSF International

a. 61 - Drinking Water System Components - Health Effects

5. United States Army Corps of Engineers (USACE)

a. CRD-C572 - PVC Waterstops

6. Federal Specifications

a. TT-S-0227 E(3) - Sealing Compound, Elastomeric Type, Multicomponent, for Caulking, Sealing, and Glazing Buildings and Other Structures

7. Occupational Safety and Health Association (OSHA)

a. CFR Title 29 Part 1926 - Safety and Health Regulations for Construction

1.03 DEFINITIONS:

A. Construction Joints:

1. When fresh concrete is placed against a hardened concrete surface, the joint between the two pours is called a construction joint. If indicated on the drawings, joints in water bearing members shall be provided with a waterstop and/or sealant groove of the shape indicated. The surface of the first pour may also be required to receive a coating of bond breaker as indicated.

B. Contraction Joints: Contraction joints are similar to construction joints except that the fresh concrete shall not bond to the hardened surface of the earlier pour, which shall be coated with a bond breaker. The slab reinforcement shall be stopped 4-1/2 inches from the joint, which is provided with a sleeve-type dowel, to allow shrinkage of the concrete of the later pour. Waterstop and/or sealant groove shall also be provided when indicated.

C. Expansion Joints:

1. To allow the concrete to expand freely, a space is provided between the two pours, and the joint shall be formed as indicated. The space is obtained by placing a filler joint material against the earlier pour, to act as a form for the later pour. Unless otherwise indicated, expansion joints in water bearing members shall be provided with a center-bulb type waterstop as indicated.

2. Premolded expansion joint material shall be installed with the edge at the indicated distance below or back from finished concrete surface, and shall have a slightly tapered, dressed, and oiled wood strip secured to or placed at the edge thereof during concrete placement, which shall later be removed to form space for sealing material.

3. The space so formed shall be filled with a joint sealant material as indicated herein. In order to keep the two walls or slab elements in line the joint shall also be provided with a sleeve-type dowel as indicated.

D. Control Joints: The function of the control joint is to provide a weaker plane in the concrete, where shrinkage cracks will probably occur. A groove, of the shape and dimensions indicated, is formed or saw-cut in the concrete. This groove is afterward filled with a joint sealant material.

1.04 SUBMITTALS:

A. Submittals shall be in accordance with SECTION 01300.

B. Falsework Calculations and Drawings: The CONTRACTOR shall submit calculations and drawings prepared and sealed by a Professional Civil Engineer registered in the State of Florida, which indicate the falsework complies with the requirements of OSHA Title 29, Part 1926.703. The submission of design details and calculations for falsework is for information only.

C. The plans of falsework proposed to be used shall be in sufficient detail to indicate the general layout, sizes of members, anticipated stresses, grade of materials to be used in the falsework, means of protecting existing construction which supports falsework, and typical soil conditions.

D. The CONTRACTOR shall submit placement drawings showing the location and type of all joints for each structure.

E. Prior to production of the waterstop materials required under this SECTION, qualification samples of waterstops shall be submitted which represent in all respects the material proposed. Such samples shall consist of extruded or molded sections of each size or shape to be used. The balance of the material to be used shall not be produced until after the VILLAGE has reviewed the qualification samples.

F. Prior to use of the waterstop material in the field, a sample of a prefabricated (shop made fitting) mitered cross and a tee constructed of each size or shape of material to be used shall be submitted. These samples shall be prefabricated (shop made fitting) so that the material and workmanship represent in all respects the fittings to be provided. Field samples of prefabricated (shop made fitting) fittings (crosses, tees, etc.) may also be selected at random by the VILLAGE for testing by a laboratory at the VILLAGE's expense. When tested, tensile strength across the joints shall be at least 1120 psi.

G. The CONTRACTOR shall submit MANUFACTURER’s information demonstrating compliance with requirements for the following:

1. Form ties and related accessories, including taper tie plugs, if taper ties are used
2. Form gaskets
3. Form release agent, including NSF certification if not using mineral oil
4. List of form materials and locations for use
5. Bearing Pads
6. Neoprene Sponge
7. Preformed Joint Filler
8. Backing Rod
9. Bond Breaker
10. Waterstops
11. Slip Dowels
12. PVC Tubing

1.05 RESPONSIBILITIES:

A. The CONTRACTOR is fully responsible for the design and construction of all forms and falsework to be in compliance with all applicable OSHA requirements, and the requirements of all agencies having jurisdiction on the project. The submission of design details and calculations for falsework is for information only.

B. The CONTRACTOR shall prepare adhesion and cohesion test specimens for construction joint sealant as required herein, at intervals of 5 working days while sealants are being installed.

C. The sealant material shall show no signs of adhesive or cohesive failure when tested in accordance with the following procedure in laboratory and field tests:

1. Sealant specimen shall be prepared between 2 concrete blocks (1-inch by 2-inch by 3-inch). Spacing between the blocks shall be 1-inch. Coated spacers (2-inch by 1-1/2-inch by 1/2-inch) shall be used to insure sealant cross-sections of 1/2-inch by 2 inches with a width of 1-inch.

2. Sealant shall be cast and cured according to MANUFACTURER's recommendations except that curing period shall be not less than 24 hours.

3. Following curing period, the gap between blocks shall be widened to 1-1/2-inch. Spacers shall be used to maintain this gap for 24 hours prior to inspection for failure.

1.06 CERTIFICATIONS:

A. Form materials, which may remain or leave residues on or in the concrete, shall be certified as compliant with NSF 61.

B. Joint materials shall be certified as compliant with NSF 61.

C. The CONTRACTOR shall submit certified test reports from the sealant MANUFACTURER on the actual batch of material being supplied indicating compliance with requirements herein before the sealant is used on the job.

1.07 INSPECTIONS:

A. Falsework shall be inspected for conformance with the accepted submittal. No workers will be allowed to use falsework for access and no concrete placement to related forms will be permitted until the falsework is inspected by the CONTRACTOR for conformance with the submittals and appropriately tagged. No variations or alterations to falsework, as compared to the reference submittal, will be allowed without certification of the variation by the original Professional Engineer.

B. All waterstop field joints shall be subject to rigid inspection, and no such WORK shall be scheduled or started without having made prior arrangements with the VILLAGE for the required inspections. Not less than 24 hours advance notice shall be given for scheduling such inspections.

C. Field joints in waterstops shall be subject to rigid inspection for misalignment, bubbles, inadequate bond, porosity, cracks, offsets, and other defects, which would reduce the potential resistance of the material to water pressure at any point. Defective joints shall be replaced with material, which passes inspection; faulty material shall be removed from the site and properly disposed of.

D. The following waterstop defects represent a partial list of defects which shall be grounds for rejection:

1. Offsets at joints greater than 1/16-inch or 15 percent of material thickness, at any point, whichever is less

2. Exterior crack at joint, due to incomplete bond, which is deeper than 1/16-inch or 15 percent of material thickness, at any point, whichever is less

3. Any combination of offset or exterior crack which will result in a net reduction in the cross section of the waterstop in excess of 1/16-inch or 15 percent of material thickness at any point, whichever is less

4. Misalignment of joint which results in misalignment of the waterstop in excess of 1/2-inch in 10 feet

5. Porosity in the welded joint as evidenced by visual inspection

6. Bubbles or inadequate bonding which can be detected with a penknife test (If, while prodding the entire joint with the point of a penknife, the knife breaks through the outer portion of the weld into a bubble, the joint shall be considered defective.)

7. Visible signs of separation when the cooled splice is bent by hand at any sharp angle

8. Any evidence of burned material

1.08 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one year from the date of Substantial Completion and as described in Article 13 of Section 00700 - General Terms and Conditions.

**PART 2 - PRODUCTS**

2.01 FORM AND FALSEWORK MATERIALS:

A. Except as otherwise expressly accepted by the VILLAGE, lumber brought on the Site for use as forms, shoring, or bracing shall be new material. Forms shall be smooth surface forms and shall be of the following materials:

| | | |
|---|---|---|
| Walls | - | Steel, fiberglass, or plywood panel |
| Columns | - | Steel, plywood, PVC, fiberglass, or spiral wound fiber forms |
| Roof and floor | - | Plywood |
| All other work | - | Steel panels, fiberglass, or plywood |

B. Materials for concrete forms, formwork, and falsework shall conform to the following requirements:

1. Plywood shall be new, waterproof, synthetic resin bonded, exterior type, manufactured especially for concrete formwork and shall conform to Plyform Class I, B-B EXT, of PS-1, and shall be edge sealed.

2. Lumber shall be Douglas Fir or Southern Yellow Pine, construction grade or better, in conformance with PS 20.

3. Form materials shall be metal, wood, plywood, or other material that will not adversely affect the concrete and will facilitate placement of concrete to the shape, form, line, and grade indicated. Metal forms shall accomplish such results. Wood forms for surfaces to be painted shall be Medium Density Overlaid plywood, MDO EXT Grade.

C. Unless otherwise indicated, exterior corners in concrete members shall be provided with 3/4-inch chamfers or be tooled to 1/2-inch radius. Re-entrant corners in concrete members shall not have fillets unless otherwise indicated.

D. Forms and falsework to support the roof and floor slabs shall be designed in accordance with ACI 347.

2.02 FORM TIES:

A. Ties shall be standard crimped snap ties with one-inch (1") snapback. Ties shall be provided with a plastic cone or other suitable means for forming a conical hole to insure that the form tie may be broken off back of the face of the concrete. The maximum diameter of removable cones for rod ties, or of other removable form-tie fasteners having a circular cross-section, shall not exceed 1-1/2 inches; and all such fasteners shall be such as to leave holes of regular shape for reaming. Form ties for water-retaining structures shall have integral waterstops that tightly fit the form tie so that they cannot be moved from mid-point of the tie.

B. Removable taper ties may be used when approved by the VILLAGE. A preformed neoprene or polyurethane tapered plug sized to seat at the center of the wall shall be inserted in the hole left by the removal of the taper tie.

2.03 FORM RELEASING AGENT: Form release agent shall be non-staining and shall leave no residues on or in the concrete unless certified as compliant with NSF 61 and shall not adversely affect the adhesion of paint or other coatings.

2.04 WATERSTOPS:

A. PVC Waterstops:

1. PVC Waterstops shall be extruded from an elastomeric polyvinyl chloride compound containing the plasticizers, resins, stabilizers, and other materials necessary to meet the requirements of this SECTION. No reclaimed or scrap material shall be used. The CONTRACTOR shall obtain from the waterstop MANUFACTURER and shall furnish to the VILLAGE for review, current test reports and a written certification of the MANUFACTURER that the material to be shipped to the job meets the physical requirements as outlined in the USACE CRD-C572, and those listed herein.

2. Flatstrip and Center-Bulb Waterstops: The thickness of waterstops, including the center bulb, shall not be less than 3/8-inch. Waterstop shall be provided with factory installed hog rings at 12 inches on centers along the waterstop.

3. Multi-Rib Waterstops: Multi-rib waterstops where required shall have prefabricated (shop made fitting) joint fittings at all intersections of the ribbed-type waterstops.

4. Retrofit Waterstops: Retrofit waterstops and batten bars shall be manufactured as a complete system including waterstop, SS batten bar, SS anchor bolts, and epoxy gel.

5. Waterstop Testing Requirements: When tested in accordance with the test standards, the waterstop material shall meet or exceed the following requirements:

| Property | Value | ASTM Standard |
|---|---|---|
| Physical Property, Sheet Material | | |
| Tensile Strength-min (psi) | 2000 | D 638, Type IV |
| Ultimate Elongation-min (percent) | 350 | D 638, Type IV |
| Low Temp Brittleness-max (degrees F) | -35 | D 746 |
| Stiffness in Flexure-min (psi) | 600 | D 747 |
| Accelerated Extraction (CRD-C572) | | |
| Tensile Strength-min (psi) | 1500 | D 638, Type IV |
| Ultimate Elongation-min (percent) | 300 | D 638, Type IV |
| Effect of Alkalies (CRD-C572) | | |
| Change in Weight (percent) | + 0.25/- 0.10 | ------ |
| Change in Durometer, Shore A | +/- 5 | D 2240 |
| Finish Waterstop | | |
| Tensile Strength-min (psi) | 1400 | D 638, Type IV |
| Ultimate Elongation-min (percent) | 280 | D 638, Type IV |

B. Pre-formed Hydrophilic Waterstops:

1. Hydrophilic (bentonite-free) waterstops shall be the type that expands in the presence of water to form a watertight joint seal without damaging the concrete in which it is cast.

2. Waterstop shall be manufactured from chloroprene rubber and modified chloroprene rubber with hydrophilic properties. Waterstop shall have a delay coating to inhibit initial expansion due to moisture present in fresh concrete. The minimum expansion ratio of modified chloroprene shall be not less than 2 to 1 volumetric change in distilled water at 70 degrees F (21 degrees C).

3. Hydrophilic Waterstop shall meet the following minimum requirements:

| Property | Value | ASTM Standard |
|---|---|---|
| Physical Property, Chloroprene | | |
| Tensile Strength-min (psi) | 1275 | D 412 |
| Ultimate Elongation-min (percent) | 350 | D 412 |

| | | |
|---|---|---|
| Hardness, Shore A | 55 +/- 5 | D 2240 |
| Physical Property, Modified Chloroprene | | |
| Tensile Strength-min (psi) | 300 | D 412 |
| Ultimate Elongation-min (percent) | 600 | D 412 |
| Hardness, Shore A | 55 +/- 5 | D 2240 |

4. Bonding agent for hydrophilic waterstop shall be the MANUFACTURER's recommended adhesive for wet, rough concrete.

C. Other Types of Waterstops:

1. When types of waterstops not listed above are indicated, they shall be subjected to the same requirements as those listed herein.

2.05 JOINT SEALANT FOR WATER BEARING JOINTS:

A. Joint sealant shall be polyurethane polymer designed for bonding to concrete, which is continuously submerged in water. No material will be acceptable which has an unsatisfactory history as to bond or durability when used in the joints of water retaining structures.

B. Joint sealant material shall meet the following requirements (73 degrees F and 5percent R.H.):

| Requirement | Value | ASTM Standard |
|---|---|---|
| Work Life (minutes) | 45 - 180 | ----- |
| Time to Reach 20 Shore "A" Hardness (at 77 degrees F, 200 gr quantity) - max (hours) | 24 | ----- |
| Ultimate Hardness | 20 - 45 Shore "A" | D 2240 |
| Tensile Strength - min (psi) | 175 | D 412 |
| Ultimate Elongation - min (percent) | 400 | D 412 |
| Tear Resistance - min (pounds per inch of thickness) | 75 | D 624 (Die C) |
| Color | Light Gray | ----- |

C. Polyurethane sealants for waterstop joints in concrete shall conform to the following requirements:

1. Sealant shall be 2-part polyurethane with the physical properties of the cured sealant conforming to or exceeding the requirements of ASTM C 920, or TT-S-0227 E(3) for 2-part material, as applicable.

2. For vertical joints and overhead horizontal joints, only "non-sag" compounds shall be used; all such compounds shall conform to the requirements of ASTM C 920 Class 25, Grade NS, or TT-S-0227 E(3), Type II, Class A.

3. For plane horizontal joints, the self-leveling compounds which meet the requirements of ASTM C 920 Class 25, Grade P, or TT-S-0227 E(3), Type I shall be used. For joints subject to either pedestrian or vehicular traffic, a compound providing non-tracking characteristics, and having a Shore "A" hardness range of 35 to 45, shall be used.

4. Primer materials, if recommended by the sealant MANUFACTURER, shall conform to the printed recommendations of the MANUFACTURER.

2.06 JOINT MATERIALS:

A. Bearing Pad: Bearing pad shall be neoprene conforming to ASTM D 2000, BC 420, 40 durometer hardness unless otherwise indicated.

B. Neoprene Sponge: Sponge shall be neoprene, closed-cell, expanded, conforming to ASTM D 1056, Type 2C5-E1.

C. Joint Filler

1. Joint filler for expansion joints in waterholding structures shall be neoprene conforming to ASTM D1056, Type 2C5-E1.

2. Joint filler material in other locations shall be of the preformed non-extruding type joint filler constructed of cellular neoprene sponge rubber or polyurethane of firm texture. Bituminous fiber type will not be permitted. All non-extruding and resilient-type preformed expansion joint fillers shall conform to the requirements and tests set forth in ASTM D 1752, for Type I, except as otherwise indicated.

2.07 BACKING ROD: Backing rod shall be an extruded closed-cell, polyethylene foam rod. The material shall be compatible with the joint sealant material and shall have a tensile strength of not less than 40 psi and a compression deflection of approximately 25 percent at eight (8) psi. The rod shall be 1/8-inch larger in diameter than the joint width except that a one-inch diameter rod shall be used for a 3/4-inch wide joint.

2.08 BOND BREAKER:

A. Bond breaker shall contain a fugitive dye so that areas of application will be readily distinguishable.

B. Bonding agent for hydrophilic waterstop shall be the MANUFACTURER's recommended adhesive for wet, rough concrete.

2.09 SLIP DOWELS: Slip dowels in joints shall be smooth epoxy-coated bars, conforming to ASTM A 775.

2.10 PVC TUBING: PVC tubing in joints shall be Schedule SDR 13.5, conforming to ASTM D 2241.

2.11 CHAMFER STRIP: Provide three quarter inch triangular fillets, milled clear straight grained wood, surfaced each side, or extruded vinyl type, with or without nail flange to form all exposed concrete edges such as columns, pilasters, beams, curbs, equipment pads, tops of walls, and as indicated. Unless otherwise indicated, exterior corners in concrete members shall be provided with 3/4" chamfers. Re-entrant corners in concrete members shall not have fillets, unless otherwise indicated.

**PART 3 - EXECUTION**

3.01 FORMS:

A. Forms shall conform to the shape, lines, and dimensions as shown on the Drawings and shall be substantial and sufficiently tight to prevent leakage. Forms shall be properly braced or tied so as to maintain position and shape. Plumb and string lines shall be installed before concrete placement and shall be maintained during placement. Such lines shall be used by CONTRACTOR's personnel and by the VILLAGE and shall be in sufficient number and properly installed. During concrete placement, the CONTRACTOR shall continually monitor plumb and string line form positions and immediately correct deficiencies.

B. The CONTRACTOR shall be fully responsible for the adequacy of the formwork in its entirety and any forms that are unsafe or inadequate in any respect shall promptly be removed from the WORK and replaced. The CONTRACTOR shall provide worker protection from protruding reinforcement bars in accordance with applicable safety codes.

C. The CONTRACTOR may reuse forms only if in good condition and only if acceptable to the VILLAGE. Reused forms shall be thoroughly cleaned and may require light sanding between uses to obtain a uniform surface texture on all exposed concrete surfaces. Forms shall not be reused if they have developed defects that would affect the surface texture of exposed concrete. Exposed concrete surfaces are defined as surfaces, which are permanently exposed to view. In the case of forms for the inside wall surfaces of hydraulic/water retaining structures, unused tie rod holes in forms shall be covered with metal caps or shall be filled by other methods acceptable to the VILLAGE.

D. Forms shall be sufficiently tight to prevent leakage. Forms shall be properly braced or tied together to maintain their position and shape under a load of freshly-placed concrete. If adequate foundation for shores cannot be secured, trussed supports shall be provided.

E. Immediately before the placing of reinforcing, faces of all forms in contact with concrete shall receive a thorough coating of form release agent. Any excess agent shall be satisfactorily removed before placing concrete. If using mineral oil, the CONTRACTOR shall oil the forms at least two weeks in advance of their use. Care shall be exercised to keep oil/release agent off the surfaces of steel reinforcement and other items to be embedded in concrete.

F. The CONTRACTOR shall supply sufficient number of forms of each kind to permit the required rate of progress to be maintained.

G. The design and inspection of concrete forms, falsework, and shoring shall comply with applicable local, state, and Federal regulations.

3.02 WATERSTOPS:

A. Waterstops shall be embedded in the concrete across joints as indicated. Waterstops shall be fully continuous for the extent of the joint. Splices necessary to provide such continuity shall be accomplished in conformance to printed instructions of MANUFACTURER of the waterstops. The CONTRACTOR shall take suitable precautions and means to support and protect the waterstops during the progress of the WORK and shall repair or replace at its own expense any waterstops damaged during the progress of the WORK. Waterstops shall be stored so as to permit free circulation of air around the waterstop material.

B. When any waterstop is installed in the concrete on one side of a joint, while the other half or portion of the waterstop remains exposed to the atmosphere for more than 2 days, suitable precautions shall be taken to shade and protect the exposed waterstop from direct rays of the sun during the entire exposure and until the exposed portion of the waterstop is embedded in concrete.

3.03 SPLICES IN PVC WATERSTOPS:

A. Splices in PVC waterstops shall be performed by heat sealing the adjacent waterstop sections in accordance with the MANUFACTURER's printed recommendations. It is essential that:

1. The material not be damaged by heat sealing.

2. The splices have a tensile strength of not less than 80 percent of the unspliced material tensile strength.

3. The continuity of the waterstop ribs and of its tubular center axis be maintained. No edge welding is allowed.

B. Butt joints of the ends of 2 identical waterstop sections may be made while the material is in the forms.

C. All joints with waterstops involving more than 2 ends to be jointed together, and all joints which involve an angle cut, alignment change, or the joining of 2 dissimilar waterstop sections shall be prefabricated (shop made fitting) prior to placement in the forms, allowing not less than 24-inch long strips of waterstop material beyond the joint. Upon being inspected and approved, such prefabricated (shop made fitting) waterstop joint assemblies shall be installed in the forms and the ends of the 24-inch strips shall be butt welded to the straight run portions of waterstop in place in the forms.

D. Where a centerbulb waterstop intersects and is jointed with a non-centerbulb waterstop, care shall be taken to seal the end of the centerbulb, using additional PVC material if needed.

3.04 FORM DESIGN:

A. Forms shall be true in every respect to the required shape and size, shall conform to the established alignment and grade, and shall be of sufficient strength and rigidity to maintain their position and shape under the loads and operations incident to placing and vibrating the concrete. Suitable and effective means shall be provided on all forms for holding adjacent edges and ends of panels and sections tightly together and in accurate alignment so as to prevent the formation of ridges, fins, offsets, or similar surface defects in the finished concrete.

B. Plywood, 5/8-inch and greater in thickness, may be fastened directly to studding if the studs are spaced close enough to prevent visible deflection marks in the concrete. The forms shall be tight so as to prevent the loss of water, cement, and fines during placing and vibrating of the concrete. Specifically, the bottom of wall forms that rest on concrete footings or slabs shall be provided with a gasket to prevent loss of fines and paste during placement and vibration of concrete. Such gasket may be a 1- to 1-1/2-inch diameter polyethylene rod held in position to the underside of the wall form.

C. The CONTRACTOR shall provide adequate clean-out holes at the bottom of each lift of forms. The size, number, and location of such clean-outs shall be as acceptable to the VILLAGE. Whenever concrete cannot be placed from the top of a wall form in a manner that meets the requirements of the Contract Documents, form windows shall be provided in the size and spacing needed to allow placement of concrete to the requirements of SECTION 03300. The size, number, and location of such form windows shall be as acceptable to the VILLAGE.

3.05 FORM CONSTRUCTION:

A. Vertical Surfaces: All vertical surfaces of concrete members shall be formed, except where placement of the concrete against the ground is indicated. Not less than 1-inch of concrete shall be added to the indicated thickness of a concrete member, where concrete is permitted to be placed against trimmed ground, in lieu of forms. Permission to do this on other concrete members will be granted only for members of comparatively limited height and where the character of the ground is such that it can be trimmed to the required lines and will stand securely without caving or sloughing until the concrete has been placed.

B. Construction Joints: Concrete construction joints will not be permitted at locations other than those indicated, except as may be acceptable to the VILLAGE. When a second lift is placed on hardened concrete, special precautions shall be taken in the way of the number, location, and tightening of ties at the top of the old lift and bottom of the new to prevent any unsatisfactory effect whatsoever on the concrete. Pipe stubs and anchor bolts shall be set in the forms where required.

C. Form Ties

1. Embedded Ties: Holes left by the removal of form tie cones shall be reamed with suitable toothed reamers so as to leave the surface of the holes clean and rough before being filled with mortar. Wire ties for holding forms will not be permitted. No form-tying device or part thereof, other than metal, shall be left embedded in the concrete. Ties shall not be removed in such manner as to leave a hole extending through the interior of the concrete members. The use of snap-ties, which cause spalling of the concrete upon form stripping or tie removal, will not be permitted. If steel panel forms are used, rubber grommets shall be provided where the ties pass through the form in order to prevent loss of cement paste. Where metal rods extending through the concrete are used to support or to strengthen forms, the rods shall remain embedded and shall terminate not less than 1-inch back from the formed face or faces of the concrete.

2. Removable Ties: Where taper ties are approved for use, the larger end of the taper tie shall be on the wet side of walls in water retaining structures. After the taper tie is removed, the hole shall be thoroughly cleaned and roughened for bond. A precast neoprene or polyurethane tapered plug shall be located at the wall centerline. The hole shall be completely filled with non-shrink grout for water bearing and below-grade walls. The hole shall be completely filled with non-shrink or regular cement grout for above-grade walls, which are dry on both sides. Exposed faces of walls shall have the outer 2 inches of the exposed face filled with a cement grout, which shall match the color and texture of the surrounding wall surface.

3.06 JOINT CONSTRUCTION:

A. Setting Waterstops:

1. In order to eliminate faulty installation that may result in joint leakage, the CONTRACTOR shall be particularly careful to get the correct positioning of the waterstops during installation. Adequate provisions must be made to support and anchor the waterstops during the progress of the WORK and to insure the proper embedment in the concrete. The symmetrical halves of the waterstops shall be equally divided between the concrete pours at the joints. The center axis of the waterstops shall be coincident with the joint openings. Maximum density and imperviousness of the concrete shall be insured by thoroughly working it in the vicinity of all joints.

2. In placing PVC waterstops in the forms, the CONTRACTOR shall provide means to prevent the waterstop from being folded over by the concrete as it is placed. Waterstops shall be held in place with light wire ties on 12-inch centers which shall be passed through hog rings at the edge of the waterstop and tied to the curtain of reinforcing steel. Horizontal waterstops, with their flat face in a vertical plane, shall be held in place with continuous supports to which the top edge of the waterstop shall be tacked. In placing concrete around horizontal waterstops, with their flat face in a horizontal plane, the CONTRACTOR shall work concrete under the waterstops by hand so as to avoid the formation of air and rock pockets.

3. In placing centerbulb waterstops in expansion joints, the centerbulb shall be centered on the joint filler material.

4. Waterstop in vertical wall joints shall stop 6 inches from the top of the wall where such waterstop does not connect with any other waterstop and is not to be connected to a future concrete placement.

B. Joint Location:

1. Construction joints and other types of joints shall be provided where indicated. When not indicated, construction joints shall be provided at 25-foot maximum spacing for all concrete construction. Where joints are indicated spaced greater than 40 feet apart, additional joints shall be provided to maintain the 25-foot maximum spacing. The location of all joints, of any type, shall be submitted for acceptance by the VILLAGE.

C. Joint Preparation:

1. The CONTRACTOR shall take special care in preparing concrete surfaces at joints where bonding between 2 sections of concrete is required. Unless otherwise indicated, such bonding will be required at all horizontal joints in walls. Surfaces shall be prepared in accordance with the requirements of SECTION 03300. Except on horizontal wall construction joints, wall to slab joints, or where otherwise indicated, at all joints where waterstops are required, the joint face of the first pour shall be coated with a bond breaker as indicated herein.

D. Retrofit Joint Preparation:

1. Existing surfaces to receive a retrofit waterstop shall be clean and free from any loose or foreign material. Surface shall be given a light sandblast or hydroblast finish to 1/8-inch amplitude prior to application of epoxy and waterstop.

E. Construction Joint Sealant:

1. Construction joints in water-bearing floor slabs, and elsewhere as indicated, shall be provided with tapered grooves which shall be filled with a construction joint sealant. The material used for forming the tapered grooves shall be left in the grooves until just before the grooves are cleaned and filled with joint sealant. After removing the forms from the grooves, all laitance and fins shall be removed, and the grooves shall be sandblasted. The grooves shall be allowed to become thoroughly dry, after which they shall be blown out; immediately thereafter, they shall be primed, bond breaker tape placed in the bottom of the groove, and filled with the

construction joint sealant. The primer shall be furnished by the sealant MANUFACTURER. No sealant will be permitted to be used without a primer. Care shall be used to completely fill the sealant grooves. Areas designated to receive a sealant fillet shall be thoroughly cleaned, as outlined for the tapered grooves, prior to application of the sealant.

2. The primer and sealant shall be placed strictly in accordance with the printed recommendations of the MANUFACTURER, taking special care to properly mix the sealant prior to application. The sides of the sealant groove shall not be coated with bond breaker, curing compound, or any other substance which would interfere with proper bonding of the sealant. Sealant shall achieve final cure at least 7 days before the structure is filled with water.

3. Sealant shall be installed by a competent waterproofing specialty contractor who has a successful record of performance in similar installations.

4. Thorough, uniform mixing of 2-part, catalyst-cured materials is essential; special care shall be taken to properly mix the sealer before its application. Before any sealer is placed, the CONTRACTOR shall arrange to have the crew doing the WORK carefully instructed on the proper method of mixing and application by a representative of the sealant MANUFACTURER.

5. Any joint sealant which fails to fully and properly cure after the MANUFACTURER's recommended curing time for the conditions of the WORK hereunder shall be completely removed; the groove shall be thoroughly sandblasted to remove all traces of the uncured or partially cured sealant and primer, and shall be re-sealed with the indicated joint sealant. Costs of such removal, joint treatment, re-sealing, and appurtenant WORK shall be the CONTRACTOR's responsibility.

F. Hydrophilic Waterstop

1. Where a hydrophilic waterstop is called for in the Contract Documents, it shall be installed with the MANUFACTURER's instructions and recommendations except as modified herein.

2. When requested by the VILLAGE, the CONTRACTOR shall arrange for the MANUFACTURER to furnish technical assistance in the field.

3. Hydrophilic waterstop shall only be used where complete confinement by concrete is provided. Hydrophilic waterstop shall not be used in expansion or contraction joints or in the first 6 inches of any non-intersecting joint.

4. The hydrophilic waterstop shall be located as near as possible to the center of the joint and it shall be continuous around the entire joint. The minimum distance from the edge of the waterstop to the face of the member shall be 5 inches.

5. Where the thickness of the concrete member to be placed on the hydrophilic waterstop is less than 12 inches, the waterstop shall be placed in grooves formed or ground into the concrete. The groove shall be at least 3/4 inch deep and 1-1/4 inches wide. When placed in the groove, the minimum distance from the edge of the waterstop to the face of the member shall be 2.5 inches.

6. Where a hydrophilic waterstop is used in combination with PVC waterstop, the hydrophilic waterstop shall overlap the PVC waterstop for a minimum of 6 inches and shall be adhered to PVC waterstop with single component water-swelling sealant as recommended by MANUFACTURER.

7. The hydrophilic waterstop shall not be installed where the air temperature falls outside the MANUFACTURER's recommended range.

8. The concrete surface under the hydrophilic waterstop shall be smooth and uniform. The concrete shall be ground smooth if needed. Alternately, the hydrophilic waterstop shall be bonded to the surface using an epoxy grout which completely fills all voids and irregularities beneath the waterstop material. Prior to installation, the concrete surface shall be wire brushed to remove any laitance or other materials that may interfere with the bonding of epoxy.

9. The hydrophilic waterstop shall be secured in place with concrete nails and washers at 12-inch maximum spacing. This shall be in addition to the adhesive recommended by the MANUFACTURER

3.07 REMOVAL OF FORMS:

A. Careful procedures for the removal of forms shall be strictly followed, and this WORK shall be done with care so as to avoid injury to the concrete or workers. In the case of roof slabs and above-ground floor slabs, forms shall remain in place until test cylinders for the roof concrete attain a minimum compressive strength of 75 percent of the 28-day strength (0.75f'c) in SECTION 03300. No forms shall be disturbed or removed under an individual panel or unit before the concrete in all the adjacent panels or units have attained 0.75f'c strength and have been in place for a minimum of 7 days. The time required to establish said strength shall be determined by the VILLAGE, who will make several test cylinders for this purpose from concrete used in the first group of roof panels placed. If the time so determined is more than the 7-day minimum, then that time shall be used as the minimum length of time. Forms for vertical walls of waterholding structures shall remain in place at least 36 hours after the concrete has been placed.

B. Forms for parts of the WORK not specifically mentioned herein shall remain in place for periods of time as recommended in ACI 347.

3.08 FALSEWORK:

A. The CONTRACTOR shall be responsible for the design, engineering, construction, maintenance, and safety of all falsework, including staging, walkways, forms, ladders, and similar appurtenances, which shall equal or exceed the applicable requirements of the provisions of the OSHA Safety and Health Standards for Construction, and the requirements herein.

B. The CONTRACTOR shall design and construct falsework to provide the necessary rigidity and to support the loads. Falsework for the support of a superstructure shall be designed to support the loads that would be imposed if the entire superstructure were placed at one time.

C. The CONTRACTOR shall place falsework upon a solid footing, safe against undermining, and protected from softening. When the falsework is supported on timber piles, the maximum calculated pile loading shall be as recommended by the CONTRACTOR’s geotechnical engineer and shall not exceed 20 tons. When falsework is supported on any portion of the structure which is already constructed, the load imposed by the falsework shall be spread, distributed, and braced in such a way as to avoid any possibility of damage to the structure.

3.09 TOLERANCES:

A. The variation from plumb, level and required lines shall not exceed 1/4-inch in any ten feet (10’) of length, non cumulative, and there shall be no offsets or visible waviness in the finished surface. All other tolerances shall be within the tolerances of ACI 117 - Standard Tolerances for Concrete Construction and Materials.

END OF SECTION

SECTION 03200 CONCRETE REINFORCEMENT

**PART 1 - GENERAL**

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall furnish all labor, materials and equipment to provide and properly place all concrete reinforcement steel, welded wire fabric, couplers, and concrete inserts for use in the reinforced concrete and masonry construction and all appurtenant work, including all the wires, clips, supports, chairs, spacers, and other accessories as shown on the Drawings and as specified herein.

B. Related Work Specified Elsewhere:

1. SECTION 01300 - Submittals
2. SECTION 03100 - Concrete Formwork and Accessories
3. SECTION 03300 - Cast-In-Place Concrete

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. American Concrete Institute (ACI):
   a. 318 - Building Code Requirements for Reinforced Concrete
   b. SP-66 - Detailing Manual
2. American Society of Testing and Materials (ASTM):
   a. A82 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement
   b. A185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete
   c. A555 - Standard Specification for General Requirements for Stainless Steel Wire and Wire Rods]
   d. A615 - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement
   e. A775 - Standard Specification for Epoxy-Coated Steel Reinforcing Bars
   f. A955/A955M - Standard Specification for Deformed and Plain Stainless Steel Bars for Concrete Reinforcement]
3. Concrete Reinforcing Steel Institute (CRSI):
   a. Recommended Practice for Placing Reinforcing Bars
4. Florida Building Code, Latest Edition

1.03 DEFINITIONS: (Not Applicable)

1.04 SUBMITTALS: Submittals shall be in accordance with SECTION 01300. The CONTRACTOR shall submit the following:

A. Mill Certifications of Grade 60 reinforcing steel or stainless steel, as required

B. Complete bar schedule, bar details and erection drawings in conformance with ACI SP-66

C. Mill certificates shall be delivered with each shipment of reinforcing bars.

1.05 QUALIFICATIONS: (Not Applicable)

1.06 RESPONSIBILITIES:

A. The CONTRACTOR shall perform Pull tests to **[50]** percent of **[five]** percent of drilled dowels, randomly selected by the VILLAGE. If any tested dowels slip or yield, an additional **[five]** percent of drilled dowels shall be tested until an entire **[five]** percent sample is tested without slipping or yielding.

1.07 CERTIFICATIONS:

A. International Code Council Evaluation Service (ICC-ES) Certifications for mechanical couplers, if allowed

B. Mill Certifications of Grade 60 reinforcing steel

1.08 INSPECTION COORDINATION: The CONTRACTOR shall provide sufficient notice and opportunity to the VILLAGE to review the placement of the reinforcing steel before the concrete is placed. The CONTRACTOR shall provide access to the WORK for the VILLAGE as requested for inspection. The CONTRACTOR shall provide 48 hours advance notice of its intention to begin new WORK activities.

1.09 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

**PART 2 - PRODUCTS**

2.01 REINFORCING BARS:

A. Metal reinforcement shall be deformed type bars conforming to ASTM A615, Specifications for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement, Grade 60, unless otherwise specified. Reinforcing steel shall be fabricated for the shapes and dimensions indicated on the Drawings and in compliance with ACI 318. All bars shall be bent cold.

B. Replace all reinforcement with bends and kinks not shown on fabrication Shop Drawings. Remove from job Site all such reinforcing and replace with new fabricated steel. Field bending of reinforcement at the work Site is prohibited.

C. Welded wire fabric reinforcement shall conform to the requirements of ASTM A185, and the details indicated. Do not use fabric that has been rolled. Install flat sheets only.

D. Spiral reinforcement shall be cold-drawn steel wire conforming to the requirements of ASTM A82.

E. Epoxy for grouting reinforcing bars shall be specifically formulated for such application, for the moisture condition, application temperature, and orientation of the hole to be filled. Epoxy grout shall meet the requirements in SECTION 03600.

**Table 03200-1**
**Approved Stainless Steel Alloys for Reinforcing Bars**

| | | | |
|---|---|---|---|
| **Common or Trade Name** | Type 316, Low Carbon, Nitrogen Added | Type 2205 Duplex | Nitronic 50 |
| **AISI Type** | 316LN | 2205 | XM-19 |
| **UNS Designation** | S31653 | S31803 | S20910 |
| **Required Minimum Tensile Strength** | 90 ksi | 90 ksi | 90 ksi |
| **Required Minimum 0.2% Offset Yield Strength** | 60 ksi | 60 ksi | 60 ksi |
| **Required Minimum Elongation in 2-inches** | 25% | 25% | 25% |
| **Required Condition** | As Rolled | As Rolled | As Rolled |
| **Required Finish** | Per ASTM A955, descaled and white pickled | Per ASTM A955, descaled and white pickled | Per ASTM A955, descaled and white pickled |

**PART 3 - EXECUTION**

3.01 PLACEMENT AND ANCHORAGE:

A. Bar supports shall be spaced in accordance with CRSI.

1. Reinforcement steel shall be supported by concrete, plastic or metal supports, spacers or metal hangers that are strong and rigid enough to prevent any displacement of the reinforcement steel. Where concrete is to be placed on the ground, supporting concrete blocks (or dobies) shall be used in sufficient numbers to support the bars without settlement, but in no case shall such support be continuous. Concrete blocks used to support reinforcement steel shall be tied to the steel with wire ties that are embedded in the blocks. For concrete over formwork, the CONTRACTOR shall provide concrete, metal, plastic, or other acceptable bar chairs and spacers.

2. Limitations on the use of bar support materials shall be as follows.

a. Concrete Dobies: permitted at all locations except where architectural finish is required.

b. Wire Bar Supports: permitted only at slabs over dry areas, interior non-hydraulic wall surfaces, and exterior wall surfaces.

c. Plastic Bar Supports: permitted at all locations except on grade.

B. Reinforcement shall be accurately placed in accordance with the Drawings and shall be adequately secured in position with not less than 16-gauge annealed wire. The placement tolerances shall be in accordance with ACI 318, paragraph 7.5, Placing Reinforcement and the CRSI Manual of Standard Practices.

C. Tie wires shall be bent away from the forms in order to provide the required concrete coverage.

D. Bars additional to those indicated which may be found necessary or desirable by the CONTRACTOR for the purpose of securing reinforcement in position shall be provided by the CONTRACTOR at its own expense.

E. Additional reinforcement around openings:

1. Place an equivalent area of steel around pipe or opening and extend on each side and top and bottom sufficiently to develop bond in each bar.

2. Refer to details on Drawings for bar extension length on each side of opening.

3. Where welded wire fabrics are used, provide extra reinforcing using fabric or deformed bars.

F. Unless otherwise indicated, reinforcement placing tolerances shall be within the limits in Section 7.5 of ACI 318 except where in conflict with the requirements of the Building Code.

G. Bars may be moved as necessary to avoid interference with other reinforcement steel continuously across the entire width of the reinforcement mat, and shall support the reinforcement mat in the plane indicated.

H. Welded wire fabric placed over the ground shall be supported on wired concrete blocks (dobies) spaced not more than three (3) feet on centers in any direction. Welded wire fabric shall not be placed on the ground and hooked into place in the freshly placed concrete.

I. Welded wire fabric reinforcement placed over horizontal forms shall be supported on slab bolsters. Slab bolsters shall be spaced not more than 30-inches on center. The construction practice of placing welded wire fabric on the ground and hooking it into place in the freshly placed concrete shall not be used.

3.02 CONCRETE COVER: The concrete cover over reinforcement shall conform to ACI 318, paragraph 7.7, Concrete Protection for Reinforcement, unless otherwise indicated. Tie wires shall be bent away from the forms in order to provide the required concrete coverage.

3.03 SPLICING:

A. All lap splices of bar reinforcement shall be as indicated and conform to Chapter 12 of ACI 318 or as otherwise approved by the VILLAGE. Unless otherwise indicated, dowels shall match the size and spacing of the spliced bar.

B. Laps of welded wire fabric shall be in accordance with ACI 318. Adjoining sheets shall be securely tied together with No. 14 tie wire, one tie for each two running feet. Wires shall be staggered and tied in such a manner that they cannot slip.

C. Splices in column spiral reinforcement, when necessary, shall be made by a lap of 1-1/2 turns.

D. Reinforcing shall not be straightened or rebent in a manner which will injure the material. Bars shall be bent or straight as indicated. Do not use bends different from the bends indicated. Bars shall be bent cold, unless otherwise permitted by the VILLAGE. No bars partially embedded in concrete shall be field-bent except as indicated or specifically permitted by the VILLAGE.

E. Couplers which are located at a joint face shall be a type which can be set either flush or recessed from the face as indicated. The couplers shall be sealed during concrete placement to completely eliminate concrete or cement paste from entering. Couplers intended for future connections shall be recessed a minimum of 1/2-inch from the concrete surface. After the concrete is placed, the coupler shall be plugged with plastic plugs which have an O-ring seal and the recess filled with sealant to prevent any contact with water or other corrosive materials. Threaded couplers shall be plugged.

3.04 CLEANING AND PROTECTION:

A. Unless indicated otherwise, mechanical coupler spacing and capacity shall match the spacing and capacity of the reinforcing indicated for the adjacent section.

B. Reinforcement shall be free of all materials that will reduce bond.

C. Reinforcement steel shall at all times be protected from conditions conducive to corrosion until concrete is placed around it.

D. The surfaces of reinforcement steel and other metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed. Where there is delay in depositing concrete, reinforcement shall be re-inspected and, if necessary, re-cleaned or sandblasted.

E. Properly cap all vertical reinforcement steel if area is subject to having workers above the reinforcement area.

3.05 INSTALLATION OF DRILLED REINFORCING STEEL DOWELS: For drilling and grouting information see SECTION 03600.

END OF SECTION

SECTION 03300 CAST-IN-PLACE CONCRETE

**PART 1 - GENERAL**

1.01 SCOPE:

A. The WORK of this SECTION consists of furnishing all labor, equipment, supplies, and materials necessary for the proper placement, curing, finishing, protection, and repair of the cast-in-place concrete required by the Contract Documents.

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals
2. SECTION 01410 – Testing and Quality Control
3. SECTION 02200 – Earthwork
4. SECTION 03100 - Concrete Formwork and Accessories
5. SECTION 03200 - Concrete Reinforcement
6. SECTION 03700 – Concrete Restoration

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the standards of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. American Concrete Institute (ACI)
    a. 117 - Specification for Tolerances for Concrete Construction and Materials
    b. 301 – Specifications for Structural Concrete for Buildings
    c. 304.2R - Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
    d. 305 - Committee Report on Hot-Weather Concreting
    e. 306 - Committee Report on Cold-Weather Concreting
    f. 308 - Standard Practice for Curing Concrete
    g. 309 – Guide for Consolidation of Concrete
    h. 318 - Building Code Requirements for Reinforced Concrete
    i. 350 – Code Requirements for Environmental Engineering Concrete Structures
2. American Society for Testing and Materials (ASTM):
    a. C31 - Making and Curing Concrete compression and Flexure Test Specimens in the Field
    b. C33 – Standard Specification for Concrete Aggregates
    c. C39 – Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
    d. C94 - Standard Specification for Ready-Mixed Concrete
    e. C127 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate

f. C128 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Fine Aggregate

g. C136 – Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates

h. C143 – Standard Test Method for Slump of Hydraulic-Cement Concrete

i. C150 – Standard Specification for Portland Cement

j. C156 - Test Method for Water Retention by Concrete Curing Materials

k. C157 – Standard Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete

l. C173 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method

m. C231 - Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method

n. C260 – Standard Specification for Air Entraining Admixtures for Concrete

o. C309 - Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete

p. C494 - Standard Specification for Chemical Admixtures for Concrete

q. C566 – Standard Test Method for Total Evaporable Moisture Content of Aggregate by Drying

r. C618 - Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete

s. C881 - Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete

t. C1077 - Practice for Laboratories Testing Concrete and Concrete Aggregates for use in Construction and Criteria for Laboratory Evaluation

u. C1157 – Standard Performance Specification for Hydraulic Cements

v. C1240 - Standard Specification for Silica Fume for Use as a Mineral Admixture in Hydraulic-Cement Concrete, Mortar, and Grout

w. D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

x. D2419 – Standard Test Methods for Sand Equivalent Value of Soils and Fine Aggregate

y. E96 - Standard Test Methods for Water Vapor Transmission of Materials

z. E1643 - Standard Practice for Installation of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs

3. Federal Specifications

a. UU-B-790A - Building Paper, Vegetable Fiber (Kraft, Waterproofed, Water Repellant and Fire Resistant)

4. Florida Building Code and Local Building Codes as appropriate

5. Florida Department of Transportation (FDOT)

a. Standard Specifications for Road and Bridge Construction, latest edition.

1.03 DEFINITIONS:

A. Structural Concrete: Concrete to be used in all cases except where indicated otherwise in the Contract Documents.

B. Pea Gravel Concrete: Concrete in thin sections and areas with congested reinforcing, at the option of the CONTRACTOR and with written approval of the VILLAGE for the specific location.

C. Sitework Concrete: Concrete to be used for curbs, gutters, catch basins, sidewalks, pavements, fence and guard post embedment, underground pipe encasement, underground duct bank encasement and all other concrete appurtenant to electrical facilities unless otherwise indicated.

D. Lean Concrete: Concrete to be used for thrust blocks, pipe trench cut-off blocks and cradles that are indicated on the Drawings as unreinforced. Lean concrete shall be used as protective cover for dowels intended for future connection.

E. Hydraulic Structure: A concrete structure for the containment, treatment, or transmission of water, wastewater, other fluids, or gases.

1.04 SUBMITTALS:

A. Submittals shall be in accordance with SECTION 01300.

B. Mix Designs:

1. Prior to beginning the WORK and within 14 days after issuance of the Notice to Proceed, the CONTRACTOR shall submit preliminary concrete mix designs which shall show the proportions and gradations of all materials proposed for each class and type of concrete. Mix designs shall be tested by an independent testing laboratory acceptable to the VILLAGE. All costs related to such testing shall be CONTRACTOR'S responsibility. Since laboratory trial batches require 35 calendar days to complete, the CONTRACTOR shall test a minimum of two mix designs for each class of concrete.

2. Test data relating to the cement, aggregate, and admixtures shall be less than six months old. Furnish the submittals in accordance with ACI 301 for the following:

a. Mill tests for cement

b. Admixture certification. Chloride ion content shall be included.

c. Aggregate gradation test results and certification

3. Where ready-mix concrete is used, the CONTRACTOR shall furnish delivery tickets at the time of delivery of each load of concrete. Each ticket shall show the state certified equipment used for measuring and the total quantities, by weight, of cement, sand, each class of aggregate, admixtures, and the amounts of water in the aggregate added at the batching plant, and the amount allowed to be added at the Site for the specific design mix. In addition, each ticket shall state the mix number, total yield in cubic yards, and the time of day, to the nearest minute, corresponding to the times when the batch was dispatched, when it left the plant, when it arrived at the Site, when unloading began, and when unloading was finished.

C. Other

1. The CONTRACTOR shall submit materials and methods for curing.

2. The CONTRACTOR shall submit product specifications, data, and installation instructions for all miscellaneous products called for in this specification.

1.05 QUALIFICATIONS: Truck mixers shall be equipped with electrically actuated counters by which the number of revolutions of the drum or blades may be readily verified. The counter shall be of the resettable, recording type, and shall be mounted in the driver's cab. The counters shall be actuated at the time of starting mixers at mixing speeds.

1.06 RESPONSIBILITIES: (Not Applicable)

1.07 CERTIFICATIONS AND TESTING:

A. General

1. Concrete and other materials for testing shall be furnished by the CONTRACTOR, and the CONTRACTOR shall assist the VILLAGE in obtaining samples, and disposal and cleanup of excess material.

2. The testing laboratory will meet or exceed the requirements of ASTM C1077.

3. The cost of trial batch, laboratory, and shrinkage tests on cement, aggregates, and concrete, will be the CONTRACTOR'S responsibility.

B. Trial Batch and Laboratory Tests

1. Tests for determining slump shall be in accordance with the requirements of ASTM C143.

2. Testing for aggregate shall include sand equivalence, reactivity, organic impurities, abrasion resistance, and soundness, according to ASTM C33.

3. A testing laboratory approved by the VILLAGE shall prepare a trial batch of each class of concrete, based on the preliminary concrete mixes submitted by the CONTRACTOR. During the trial batch the aggregate proportions may be adjusted by the testing laboratory using the two coarse aggregate size ranges to obtain the required properties. If one size range produces an acceptable mix, a second size range need not be used. Such adjustments will be considered refinements to the mix design and will not be the basis for extra compensation to the CONTRACTOR. Concrete shall conform to the requirements of this SECTION, whether the aggregate proportions are from the CONTRACTOR'S preliminary mix design, or whether the proportions have been adjusted during the trial batch process. The trial batch shall be prepared using the aggregates, cement, and admixture proposed for the Project. The trial batch materials shall be of a quantity such that the testing laboratory can obtain 3 drying shrinkage, and 6 compression test specimens from each batch.

4. The determination of compressive strength shall be made in accordance with ACI 318, Section 5.3.

5. A sieve analysis of the combined aggregate for each trial batch shall be performed according to the requirements of ASTM C136. Values shall be given for percent passing each sieve.

C. Field Tests

1. The responsibility to retain the services of an independent testing laboratory shall be as defined in SECTION 01410.

2. The CONTRACTOR shall pay the cost of any additional tests and investigation on WORK that does not meet the specifications.

3. Tests on pumped concrete shall be taken at the point of final placement.

4. Compressive Test: Compressive test specimens shall be taken during construction from the first placement of each class of concrete placed each day and for each 150 cubic yards or fraction thereof each day.

   a. Each set of test specimens shall consist of five (5) cylinders. Specimens shall be made in accordance with ASTM C31. Specimens shall be 6-inch diameter by 12-inch high cylinders.

   b. Compression tests shall be performed in accordance with ASTM C39. Two (2) cylinders shall be broken at seven (7) days and two (2) at 28 days, and the remaining cylinder shall be held to verify test results, if needed.

   c. The acceptance of the test results shall be the average of the strengths of the two specimens tested at 28 days as per ACI 318. Evaluation and acceptance of the concrete shall be per ACI 318, Chapter 5.

5. Slump Tests: One (1) slump test shall be taken per truckload in accordance with ASTM C143.

6. Air Content: Air content shall be determined for each compressive test taken in accordance with ASTM C231 or by ASTM C173.

7. Aggregate testing shall be made every 12 months during construction to insure continued compliance with these Specifications.

8. Concrete that fails to meet the ACI requirements and these Specifications is subject to removal and replacement.

9. Temperature: Concrete temperature shall be recorded in accordance with ASTM C1064.

1.08 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

**PART 2 - MATERIALS**

2.01 GENERAL:

A. All materials shall be classified as acceptable for potable water use according to NSF Standard 61.

B. Cement for concrete that will contact potable water shall not be obtained from kilns that burn metal rich hazardous waste fuel.

C. Materials shall be delivered, stored, and handled so as to prevent damage by water or breakage. Cement reclaimed from cleaning bags or leaking containers shall not be used. Cement shall be used in the sequence of receipt of shipments.

D. Materials shall comply with the requirements of Sections 201, 203, and 204 of ACI 301, as applicable.

E. Storage of materials shall conform to the requirements of Section 205 of ACI 301.

2.02 CEMENT:

A. Cement shall be standard Portland Cement Type conforming to ASTM C150 and C1157

B. A minimum of 85 percent of cement by weight shall pass a 325 screen.

C. A single brand of cement shall be used throughout the WORK, and prior to its use, the brand shall be accepted by the VILLAGE.

D. Sacked cement shall be stored in such a manner so as to permit access for inspection and sampling. Certified mill test reports, including fineness, for each shipment of cement to be used shall be submitted to the VILLAGE, if requested, regarding compliance with these Specifications.

2.03 AGGREGATES:

A. Aggregates shall be obtained from pits acceptable to the VILLAGE, shall be non-reactive, and shall conform to the requirements of ASTM C33.

B. When tested in accordance with ASTM C33, the loss resulting after five (5) cycles of the soundness test, shall not exceed ten (10) percent for fine aggregate and twelve (12) percent for coarse aggregate, when using sodium sulfate.

C. When tested in accordance with ASTM C33, the ratio of silica released to reduction in alkalinity shall not exceed 1.0.

D. Course Aggregates:

1. Coarse aggregates shall be crushed stone, gravel or other approved inert material having clean, hard, durable, uncoated particles conforming to ASTM C33.

2. The coarse aggregates shall be prepared and handled in two (2) or more size groups for combined aggregates with a maximum size greater than 3/4-inch. When the aggregates are proportioned for each batch of concrete, the 2 size groups shall be combined.

3. When tested in accordance with ASTM C33, the coarse aggregate shall show a loss not exceeding 42 percent after 500 revolutions, or 10.5 percent after 100 revolutions.

E. Fine Aggregates:

1. Fine aggregates shall be clean sand conforming to ASTM C33.

2. When tested in accordance with ASTM D2419, the sand equivalency shall not be less than 75 percent for an average of three (3) samples, nor less than 70 percent for an individual test. Gradation of fine aggregate shall conform to ASTM C33 when tested in accordance with ASTM C136 for the fineness modulus of the sand used, including the optional grading in Section 6.2. The fineness modulus of sand used shall not be over 3.1.

3. When tested in accordance with ASTM C33, the fine aggregate shall produce a color in the supernatant liquid no darker than the reference standard color solution.

2.04 WATER:

A. The water used in the concrete mix and for curing shall be clean, potable, and in accordance with ACI 318. Water shall be free from objectionable quantities of silty organic matter, alkali, salts, and other impurities.

B. The water shall be considered potable, for the purposes of this SECTION only, if it meets the requirements of the local governmental agencies. Agricultural water with high total dissolved solids (over 1000 mg/l TDS) shall not be used.

2.05 ADMIXTURES:

A. General: All admixtures shall be compatible and be furnished by a single MANUFACTURER capable of providing qualified field service representation. Admixtures shall be used in accordance with MANUFACTURER's recommendations. If the use of an admixture is producing an inferior end result, the CONTRACTOR shall discontinue use of the admixture. Admixtures shall not contain thiocyanates or more than 0.05 percent chloride ion, and shall be non-toxic after 30 days.

B. Air Entraining Admixtures:

1. Air entraining admixture shall conform to ASTM C260. Air content shall be tested at the point of placement.

2. The air-entraining agent shall be added to the batch in a portion of the mixing water. The solution shall be batched by means of a mechanical batcher capable of accurate measurement.

3. Sufficient air-entraining agent shall be used to provide a total air content of 3 to 5 percent. Concrete floors to receive a shake-on floor hardener shall have an air content not to exceed three (3) percent or as recommended by the hardener MANUFACTURER.

C. Set Controlling and Water Reducing Admixtures:

1. Admixtures may be added at the CONTRACTOR'S option, subject to the VILLAGE's approval, to control the set, effect water reduction, and increase workability. The cost of adding an admixture shall be the CONTRACTOR'S responsibility. Concrete containing an admixture shall be first placed at a location determined by the VILLAGE. Admixtures shall conform to the requirements of ASTM C494. The required quantity of cement shall be used in the mix regardless of whether or not an admixture is used.

2. The set retarding admixture may be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently greater than 80 degrees F, a set retarding admixture shall be used. The set retarding admixture shall conform to ASTM C494 Type D unless accepted otherwise by the VILLAGE.

3. Set accelerating admixture may be either with or without water-reducing properties. Where the air temperature at the time of placement is expected to be consistently less than 40 degrees F, a non-corrosive set accelerating admixture shall be used. Set accelerating admixture shall conform to ASTM C494 Type C or E.

4. Normal range water reducer shall conform to ASTM C494, Type A. The quantity of admixture used and the method of mixing shall be in accordance with the MANUFACTURER's instructions and recommendations.

5. High range water reducer shall conform to ASTM C494 Type F. High range water reducer shall be added to the concrete after all other ingredients have been mixed and initial slump has been verified. No more than fourteen (14) ounces of water reducer per sack of cement shall be used. Water reducer shall be considered as part of the mixing water when calculating the water/cement ratio.

   a. If the high range water reducer is added to the concrete at the Site, it may be used in conjunction with the same water reducer added at the batch plant. Concrete shall have a slump of three (3) inches plus or minus 1/2-inch prior to adding the high range water reducing admixture at the Site. The high range water reducing admixture shall be accurately measured and pressure injected into the mixer as a single dose by an experienced technician. A standby system shall be provided and tested prior to each day's operation of the primary system.

   b. Concrete shall be mixed at mixing speed for a minimum of 70 mixer revolutions or five (5) minutes after the addition of the high range water reducer, unless recommended otherwise by the MANUFACTURER.

D. Crystalline Capillary Waterproofing Admixture:

1. All concrete for water control structures that will be underwater shall have Crystalline Capillary Waterproofing (CCW) admixture in accordance with SECTION 03050.

F. Anti-washout admixture may be used for concrete placed underwater. The admixture shall be added at the MANUFACTURER’s recommended dosage rate. The admixture shall be an aqueous solution and the water in such solution shall be counted as mixing water for the purpose of determining the water cement ratio of the concrete. Trial batches shall be made to verify compatibility of the materials and mix design performance.

2.06 CURING MATERIALS:

A. Curing compound shall conform to ASTM C309, Type I. Curing compound shall be white pigmented, resin based and compliant with local VOC requirements. When curing compound must be removed for finishes or grouting, it shall be of a dissipating type. Sodium silicate compounds shall not be allowed.

B. Polyethylene sheet for use as concrete curing blanket shall be white and shall have a nominal thickness of 6 mils. The loss of moisture when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 grams per square centimeter of surface.

C. Polyethylene-coated waterproof paper sheeting for use as concrete curing blanket shall consist of white polyethylene sheeting free of visible defects, uniform in appearance, have a minimum thickness of two (2) mils, and be permanently bonded to waterproof paper conforming to the requirements of Federal Specification UU-B-790A. The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 gram per square centimeter of surface.

D. Polyethylene-coated burlap for use as concrete curing blanket shall be minimum 4-mil thick, white opaque polyethylene film impregnated or extruded into one side of the burlap. Burlap shall weigh not less than 9 ounces per square yard. The loss of moisture, when determined in accordance with the requirements of ASTM C156, shall not exceed 0.055 grams per square centimeter of surface.

E. Curing mats for use in Curing Method 6 below, shall be heavy shag rugs or carpets or cotton mats quilted at 4-inches on center. Curing mats shall weigh a minimum of 12 ounces per square yard when dry.

2.07 MISCELLANEOUS MATERIALS:

A. Damp proofing agent shall be an asphalt emulsion conforming to ASTM D1227, Type III, Class 1.

B. Evaporation retardant shall create a monomolecular film on the concrete. The retardant shall have no effect on cement hydration and shall meet local VOC requirements. Evaporation retardant shall not affect adhesion of curing compounds or other treatments and shall not affect the color of the concrete.

C. Floor hardener shall be provided at the following locations:

1. Surface hardener shall be system of integral hardening admixture, shake-on hardener, and surface applied liquid hardener acceptable for both indoor and outdoor applications.

2. Integral hardening admixture shall be a non-chloride admixture that will produce high strength, durable, hard, non-dusting abrasive resistant concrete. Admixture shall react with the Portland cement to produce more complete hydration.

3. Shake-on hardener shall be a ready to use, heavy-duty emery shake-on floor hardener. Aggregate shall consist of no less than 35% aluminum oxide. Hardener shall produce a hard, non-slip floor that will not rust.

4. Surface applied liquid hardener shall be a water borne chemical hardener and dustproofer. Hardener shall meet local VOC requirements and shall be a solution of silicates and fluosilicates.

D. Reinforcement shall be per SECTION 03200.

E. Water Stops shall be per SECTION 03100.

F. Damp proofing agent shall be a waterborne emulsified-asphalt. Damp proofing shall be suitable for "green" or slightly damp surfaces and shall withstand normal expansion and contraction of the concrete. Damp proofing agent shall breath to allow vapors to escape. Damp proofing agent shall meet local VOC requirements.

G. Bonding agents shall be 100% solids, epoxy adhesives conforming to the following:

1. For bonding freshly-mixed, plastic concrete to hardened concrete, bonding agent shall be a medium viscosity adhesive conforming to ASTM C881 Type II, Grade 2, Class C,

2. For bonding hardened concrete or masonry to steel, bonding agent shall be a non-sagging gel adhesive conforming to ASTM C881 Type I or IV, Grade 3, Class C.

H. Vapor Barrier:

1. Vapor Barrier shall consist of a composite of heavy kraft paper, asphalt, fiberglass reinforcement, and polyethylene film. The composite shall be laminated under heat and pressure.

2. Vapor Barrier shall comply with federal specification UU-B-790A, Type I, Grade A, Style 4. Vapor Barrier shall have a water vapor permeance of less than 0.30 perms when tested per ASTM E96.

3. Vapor Barrier shall be installed under concrete slabs of all habitable spaces. Barrier shall be installed per the MANUFACTURER recommendations and per ASTM E1643.

I. Non-Waterstop Joint Material:

1. Preformed Joint Material: Preformed asphalt-impregnated fiber conforming to ASTM D1751.

2. Bond Breaker: All bond breakers shall be roofing felt or 15 mils minimum dry film thickness of bituminous paint as indicated.

2.08 CONCRETE DESIGN REQUIREMENTS:

A. General: Concrete shall be composed of cement, admixtures, aggregates, and water of the qualities indicated. The exact proportions in which these materials are to be used for different parts of the WORK will be determined during the trial batch process. In general, the mix shall be designed to produce a concrete capable of being deposited so as to obtain maximum density and minimum shrinkage, and, where deposited in forms, to have good consolidation properties and maximum smoothness of surface. The aggregate gradations shall be formulated to provide fresh concrete that will not promote rock pockets around reinforcing steel or embedded items. The proportions shall be changed whenever necessary or desirable to meet the required results. All changes shall be subject to review by the VILLAGE.

B. Fine Aggregate Composition:

1. In mix designs for structural concrete, the percentage of fine aggregate in total aggregate by weight shall be as indicated in the following table.

| **Fine Aggregate** | |
|---|---|
| **Fineness Modulus** | **Maximum Percent** |
| 2.7 or less | 41 |
| 2.7 to 2.8 | 42 |
| 2.8 to 2.9 | 43 |
| 2.9 to 3.1 | 44 |

2. For other concrete, the maximum percentage of fine aggregate of total aggregate, by weight, shall not exceed 50.

C. Duct bank concrete shall contain an integral red-oxide coloring pigment. Concrete shall be dyed red throughout. Surface treatment to color duct banks will not be acceptable.

D. Water/Cement Ratio and Compressive Strength:

1. Water/cement ratio is given for aggregates in saturated-surface dry condition, and total moisture of all aggregates, calculated by ASTM C566, less the absorption of the aggregate as calculated by ASTM C127 and C128, shall represent total free moisture in the aggregate to determine the water/cement ratio. Total free moisture of aggregates shall be added to batch water to estimate water content of concrete. Concrete shall have the following minimum properties:

E. Concrete Proportions:

| Type of Work | Min 28-Day Compressive Strength (psi) | Maximum Size Aggregate (in) | * Cement Content per cubic yd (lbs) | * Maximum W/C Ratio (by weight) |
|---|---|---|---|---|
| **Structural Concrete** | | | | |
| Floor slabs, walls, and all other concrete items not indicated elsewhere. | **3,500** | **1** | **500** | **0.45** |

* The cement content and water cement ratio are based on total cementitious material including silica fume, slag or flyash.

NOTE: The CONTRACTOR is cautioned that the limiting parameters above are not a mix design. Admixtures may be required to achieve workability required by the CONTRACTOR'S construction methods and aggregates. The CONTRACTOR is responsible for providing concrete with the required workability and strength.

F. Adjustments to Mix Design: The CONTRACTOR may elect to decrease the water/cement ratio to achieve the strength and shrinkage requirements and/or add water reducers, as required to achieve workability. The mixes shall be changed whenever such change is necessary or desirable to secure the required strength, density, workability, and surface finish, and the CONTRACTOR shall be entitled to no additional compensation because of such changes. Any changes to the accepted concrete mix design shall be submitted to the VILLAGE for review and shall be tested again in accordance with these Specifications.

G. When using a floor hardener, the water/cement ratio shall not be greater than specified by the hardener MANUFACTURER.

2.09 CONSISTENCY: The quantity of water in a batch of concrete shall be just sufficient, with a normal mixing period, to produce a concrete which can be worked properly into place without segregation and which can be compacted by vibratory methods to give the desired density, impermeability, and smoothness of surface. The quantity of water shall be changed as necessary, with variations in the nature or moisture content of the aggregates, to maintain uniform production of a desired consistency. The consistency of the concrete in successive batches shall be determined by slump tests in accordance with ASTM C143. The slumps shall be as follows:

| Part of Work | Slump (in) |
|---|---|
| All concrete, unless indicated otherwise | 3-inches plus or minus 1-inch |

2.10 MEASUREMENT:

A. The amount of cement and of each separate size of aggregate entering into each batch of concrete shall be determined by direct weighing equipment furnished by the CONTRACTOR and acceptable to the VILLAGE.

B. Weighing tolerances:

| Material | Percent of Total Weight |
|---|---|
| Cement | 1 |
| Aggregates | 3 |
| Admixtures | 3 |

C. The quantity of water entering the mixer shall be measured by a suitable water meter or other measuring device of a type acceptable to the VILLAGE and capable of measuring the water in variable

amounts within a tolerance of one percent. The water feed control mechanism shall be capable of being locked in position so as to deliver constantly any required amount of water to each batch of concrete. A positive quick-acting valve shall be used for a cut-off in the water line to the mixer. The operating mechanism shall prevent leakage when the valves are closed.

**PART 3 - EXECUTION**

3.01 PROPORTIONING AND MIXING:

A. Proportioning of the mix shall conform to the requirements of Chapter 3 "Proportioning" of ACI 301.

B. Mixing shall conform to the requirements of Chapter 7 of ACI 301.

C. Slumps shall be as indicated herein.

D. Retempering of concrete or mortar that has partially hardened shall not be permitted.

3.02 PREPARATION OF SURFACES FOR CONCRETING:

A. General: Earth surfaces shall be thoroughly wetted by sprinkling prior to the placing of any concrete, and these surfaces shall be kept moist by frequent sprinkling up to the time of placing concrete thereon. The surface shall be free from standing water, mud, and debris at the time of placing concrete.

B. Vapor Barrier

1. Vapor Barrier shall be installed under on-grade building floor slabs of occupiable (non-hydraulic) structures and at other locations indicated.

2. Base shall be leveled, compacted, and tamped per SECTION 02200. Remove sharp edges, projection materials and roughness that might penetrate vapor barrier. Install barrier with width parallel with the direction of the pour of the concrete.

3. Place, protect, and repair defects in sheet according to ASTM E1643, and the MANUFACTURER's written instructions. Seams shall be lapped and sealed in accordance with ASTM E1643.

4. The CONTRACTOR shall exercise care to avoid puncturing or tearing the vapor barrier during installation. Patch punctures and tears as they occur.

C. Joints in Concrete:

1. All joints shall be installed where indicated on the Drawings or where otherwise approved by the VILLAGE. The surface of the construction joint shall be rough and prior to placement shall be cleaned and moistened with water.

2. Concrete surfaces upon or against which new concrete is to be placed, where the placement of the concrete has been stopped or interrupted so that, as determined by the VILLAGE, the new concrete cannot be incorporated integrally with that previously placed, are defined as construction joints. The surfaces of horizontal joints shall be given a compacted, roughened surface for good bonding. Except where the Drawings call for joint surfaces to be coated, the joint surfaces shall be cleaned of all laitance, loose or defective concrete, foreign material, and be roughened to a minimum 1/4-inch amplitude. Such cleaning and roughening shall be accomplished by hydroblasting, sandblasting or chipping (exposing aggregate) followed by thorough washing. Pools of water shall be removed from the surface of construction joints before the new concrete is placed.

3. After the surfaces have been prepared, all approximately horizontal construction joints shall be covered with a 6-inch lift of a pea gravel mix. The mix shall be placed and spread uniformly. Wall concrete shall follow immediately and shall be placed upon the fresh pea gravel mix. If

high range water reducer is used in the wall concrete, then the pea gravel joint topping does not need to be used.

D. Placing Interruptions: When placing of concrete is to be interrupted long enough for the concrete to take a set, the working face shall be given a shape by the use of forms or other means that will secure proper union with subsequent work; provided that construction joints shall be made only where acceptable to the VILLAGE.

E. Embedded Items:

1. No concrete shall be placed until all formwork, installation of parts to be embedded, reinforcement steel, and preparation of surfaces involved in the placing have been completed and accepted by the VILLAGE at least four (4) hours before placement of concrete. Surfaces of forms and embedded items that have become encrusted with dried grout from previous usage shall be cleaned before the surrounding or adjacent concrete is placed.

2. Inserts or other embedded items shall conform to the requirements herein.

3. Reinforcement, anchor bolts, sleeves, inserts, and similar items shall be set and secured in the forms at locations indicated on the Drawings or shown by Shop Drawings and shall be acceptable to the VILLAGE before any concrete is placed. Accuracy of placement is the responsibility of the CONTRACTOR.

F. Placing New Concrete Against Old: Where new concrete is to be placed against old concrete (any concrete which is greater than 60 days of age), the surface of the old concrete shall be thoroughly cleaned and roughened by hydroblasting, sandblasting or chipping to expose aggregate. The joint surface shall be coated with an epoxy bonding agent unless indicated otherwise by the VILLAGE.

G. No concrete shall be placed in any structure until all water entering the space to be filled with concrete has been properly cut off or has been diverted by pipes, or other means, and carried out of the forms, clear of the WORK. No concrete shall be deposited underwater nor shall the CONTRACTOR allow still water to rise on any concrete until the concrete has attained its initial set. Water shall not be permitted to flow over the surface of any concrete in such manner and at such velocity as will injure the surface finish of the concrete. Pumping or other necessary dewatering operations for removing ground water, if required, shall be the CONTRACTOR's responsibility and shall be subject to the review of the VILLAGE.

H. Corrosion Protection: Pipe, conduit, dowels, and other ferrous items required to be embedded in concrete construction shall be so positioned and supported prior to placement of concrete that there will be a minimum of 2-inches clearance between said items and any part of the concrete reinforcement. Securing such items in position by wiring or welding them to the reinforcement will not be permitted.

I. Openings for pipes, inserts for pipe hangers and brackets, and anchors shall, where practicable, be provided during the placing of concrete.

J. Anchor bolts shall be accurately set and shall be maintained in position by templates while being embedded in concrete.

K. Cleaning: The surfaces of metalwork to be in contact with concrete shall be thoroughly cleaned of all dirt, grease, loose scale and rust, grout, mortar, and other foreign substances immediately before the concrete is placed.

3.03 CONVEYING:

A. Concrete shall be conveyed from the mixer to the place of final deposit by methods that will prevent separation or loss of material.

B. No aluminum materials shall be used in conveying any concrete.

C. Ends of chutes, hopper gates, and all other points of concrete discharge throughout the CONTRACTOR'S conveying, hoisting, and placing system shall be designed and arranged so that concrete passing from them will not fall separated into whatever receptacle immediately receives it. Conveyor belts, if used, shall be of a type acceptable to the VILLAGE. Chutes longer than 50 feet will not be permitted. Minimum slopes of chutes shall be such that concrete of the indicated consistency will readily flow in them. If a conveyor belt is used, it shall be wiped clean by a device operated in such a manner that none of the mortar adhering to the belt will be wasted. All conveyor belts and chutes shall be covered.

D. Pumping:

1. If the pumped concrete does not produce satisfactory end results, the CONTRACTOR shall discontinue the pumping operation and proceed with the placing of concrete using conventional methods.

2. The pumping equipment shall have two (2) cylinders and be designed to operate with one cylinder in case the other one is not functioning. In lieu of this requirement, the CONTRACTOR may have a standby pump on the Site during pumping.

3. The minimum diameter of the hose conduits shall be in accordance with ACI 304.

4. Pumping equipment and hose conduits that are not functioning properly shall be replaced.

5. Aluminum conduits for conveying the concrete shall not be permitted.

6. Concrete samples for slump, air content, and test cylinders will be taken at the placement end of the hose.

3.04 DELIVERY:

A. Ready-mixed concrete shall be batched, mixed, transported and delivered in accordance with these specifications and ASTM C94 including the following supplementary requirements.

1. Concrete shall be discharged within **1-1/2** hours from the time concrete was mixed, if centrally mixed, or from the time the original water was added, if transit-mixed, or before the drum has been revolved **[300]** revolutions, whichever is first.

2. Truck mixers and their operation shall be such that the concrete throughout the mixed batch as discharged is within acceptable limits of uniformity with respect to consistency, mix, and grading. If slump tests taken at approximately the 1/4 and 3/4 points of the load during discharge give slumps differing by more than one-inch when the required slump is 3-inches or less, or if they differ by more than 2-inches when the required slump is more than 3-inches, the mixer shall not be used on the WORK unless the causative condition is corrected and satisfactory performance is verified by additional slump tests. Mechanical details of the mixer, such as water measuring and discharge apparatus, condition of the blades, speed of rotation, general mechanical condition of the unit, and clearance of the drum, shall be checked before a further attempt to use the unit will be permitted.

3. The use of non-agitating equipment for transporting ready-mixed concrete will not be permitted. The quality and quantity of materials used in ready-mixed concrete and in batch aggregates shall be subject to continuous inspection at the batching plant by the VILLAGE.

4. Each batch of concrete shall be mixed in a truck mixer for not less than 70 revolutions of the drum or blades at the rate of rotation designated by the MANUFACTURER of equipment. Additional mixing, if any, shall be at the speed designated by the MANUFACTURER of the equipment as agitating speed. All materials including mixing water shall be in the mixer drum before actuating the revolution counter for determining the number of revolution of mixing.

3.05 PLACING:

A. Non-Conforming Work or Materials: Concrete which during or before placing is found not to conform to the requirements indicated herein shall be rejected and immediately removed from the WORK. Concrete which is not placed in accordance with these Specifications, or which is of inferior quality, shall be removed and replaced.

B. Unauthorized Placement: No concrete shall be placed except in the presence of a duly authorized representative of the VILLAGE. The CONTRACTOR shall notify the VILLAGE in writing at least 24 hours in advance of placement of any concrete.

C. Concrete shall not be dropped more than four (4) feet without use of chutes or tremies. Concreting shall be a continuous operation until placement of the section is complete. All concrete shall be worked around reinforcement and embedded items. If vibrators are used, care shall be taken not to segregate concrete. Vibrators will not be allowed to move concrete within the form. All forms and subgrade shall be dampened prior to placement and excess water removed.

D. Placing of concrete shall conform to the applicable requirements of Chapter 8 of ACI 301 and the requirements of this SECTION.

E. Placement in Slabs: Concrete placed in sloping slabs shall proceed uniformly from the bottom of the slab to the top, for the full width of the placement. As the WORK progresses, the concrete shall be vibrated and carefully worked around the slab reinforcement, and the surface of the slab shall be screeded in an up-slope direction.

F. Concrete shall not be dropped through reinforcement steel or into any deep form, nor shall concrete be placed in any form in such a manner as to leave accumulation of mortar on the form surfaces above the placed concrete. In such cases, means such as hoppers and, if necessary, vertical ducts of canvas, rubber, or metal shall be used for placing concrete in the forms in a manner that it may reach the place of final deposit without separation. Concrete shall be uniformly distributed during the process of depositing and in no case after depositing shall any portion be displaced in the forms more than 6-feet in horizontal direction. Concrete in wall forms shall be deposited in uniform horizontal layers not deeper than 2-feet; and care shall be taken to avoid inclined layers or inclined construction joints except where such are required for sloping members. Each layer shall be placed while the previous layer is still soft. The rate of placing concrete in wall forms shall not exceed 5-feet of vertical rise per hour. Sufficient illumination shall be provided in the interior of all forms so that the concrete at the places of deposit is visible from the deck or runway.

G. Concrete with hardener shall be placed per the hardener MANUFACTURERs written recommendations.

H. Placing New Concrete Against Old: Epoxy adhesive bonding agent shall be applied to the old surfaces according to the MANUFACTURER's written recommendations. This provision shall not apply to joints where waterstop is provided, see SECTION 03100.

I. Temperature of Concrete: The temperature of concrete when it is being placed shall be not more than 90 degrees F or less than 55 degrees F for sections less than 12-inches thick, nor less than 50 degrees for all other sections. The CONTRACTOR shall be entitled to no additional compensation on account of the temperature requirements.

J. Hot Weather Placement

1. Placement of concrete in hot weather shall conform to ACI 305 and the following:

2. When the temperature of the concrete is 85 degrees F or above, the time between the introduction of the cement to the aggregates and discharge shall not exceed [60] minutes.

3. If concrete is placed when the weather is such that the temperature of the concrete would exceed 90 degrees F, the CONTRACTOR shall employ effective means, such as pre-cooling of aggregates and mixing water using ice or placing at night, as necessary to maintain the temperature of the concrete below 90 degrees F as it is placed.

K. Cold Weather Placement

1. Placement of concrete in cold weather shall conform to ACI 306.1, and the following:

2. Concrete ingredients shall not be heated to a temperature higher than that necessary to keep the temperature of the mixed concrete, as placed, from falling below the minimum temperature.

3. Remove all ice and frost from the surfaces, including reinforcement, against which concrete is to be placed. Before beginning concrete placement, thaw the subgrade to a minimum depth of 6-inches. Reinforcement and embedded items shall be warmed to above 32 degrees F prior to concrete placement.

4. Maintain the concrete temperature above 50 degrees F for at least 72 hours after placement.

L. Order of Placing Concrete

1. The order of placing concrete in all parts of the WORK shall be acceptable to the VILLAGE. In order to minimize the effects of shrinkage, the concrete shall be placed in units as bounded by construction joints at the indicated locations. The placing of units shall be done by placing alternate units in a manner such that each unit placed shall have cured at least five (5) days for hydraulic structures and two (2) days for all other structures before the contiguous unit or units are placed, except that the corner sections of vertical walls shall not be placed until the two (2) adjacent wall panels have cured at least ten (10) days for hydraulic structures and 4 days for all other structures.

2. The surface of the concrete shall be level whenever a run of concrete is stopped. To insure a level, straight joint on the exposed surface of walls, a wood strip at least 3/4-inch thick shall be tacked to the forms on these surfaces. The concrete shall be carried about 1/2-inch above the underside of the strip. About one hour after the concrete is placed, the strip shall be removed and any irregularities in the edge formed by the strip shall be leveled with a trowel and laitance shall be removed.

3.06 TAMPING AND VIBRATING:

A. As concrete is placed in the forms or in excavations, it shall be thoroughly settled and compacted throughout the entire depth of the layer which is being consolidated, into a dense, homogeneous mass, filling all corners and angles, thoroughly embedding the reinforcement, eliminating rock pockets, and bringing only a slight excess of water to the exposed surface of concrete. Vibrators shall be Group 3 per ACI 309, high speed power vibrators (8,000 to 12,000 rpm) of an immersion type in sufficient number and with at least one standby unit as required. Group 2 vibrators may be used only at specific locations when accepted by the VILLAGE. [Tremie concrete shall not be vibrated.]

B. Care shall be used in placing concrete around waterstops. The concrete shall be carefully worked by rodding and vibrating to make sure that all air and rock pockets have been eliminated. Where flat-strip type waterstops are placed horizontally, the concrete shall be worked under the waterstops by hand, making sure that air and rock pockets have been eliminated. Concrete surrounding the waterstops shall be given additional vibration over and above that used for adjacent concrete placement to assure complete embedment of the waterstops in the concrete.

C. Concrete in walls shall be internally vibrated and at the same time rammed, stirred, or worked with suitable appliances, tamping bars, shovels, or forked tools until it completely fills the forms or excavations and closes snugly against all surfaces. Subsequent layers of concrete shall not be placed until the layers previously placed have been worked thoroughly. Vibrators shall be provided in sufficient numbers, with standby units as required, to accomplish the required results within 15 minutes after concrete of the prescribed consistency is placed in the forms. The vibrating head shall not contact the surfaces of the forms. Care shall be taken not to vibrate concrete excessively or to work it in any manner that causes segregation of its constituents.

3.07 CURING AND DAMPPROOFING: Concrete shall be cured for a minimum of five (5) days after placement in accordance with the methods indicated below for the different parts of the WORK.

| Surface to be Cured or Dampproofed | Method |
|---|---|
| Unstripped forms | 1 |
| Wall sections with forms removed | 6 |
| Construction joints between footings and walls, and between floor slab and columns | 2 |
| All concrete surfaces not specifically indicated in this Paragraph | 4 |
| Slabs not on grade | 6 |

A. Method 1: Wooden forms shall be wetted immediately after concrete has been placed and shall be kept wet with water until removal. If steel forms are used the exposed concrete surfaces shall be kept continuously wet until the forms are removed. If forms are removed within 7 days of placing the concrete, curing shall be continued in accordance with Method 6 below.

B. Method 2: The surface shall be covered with burlap mats which shall be kept wet with water for the duration of the curing period, until the concrete in the walls has been placed. No curing compound shall be applied to surfaces cured under Method 2.

C. Method 3: The surface shall be covered with moist earth not less than 4 hours or more than 24 hours after the concrete is placed. Earthwork operations that may damage the concrete shall not begin until at least 7 days after placement of concrete.

D. Method 4: The surface shall be sprayed with a liquid curing compound.

1. It shall be applied in accordance with the MANUFACTURER's printed instructions at a maximum coverage rate of 200 square feet per gallon and in such a manner as to cover the surface with a uniform film that will seal thoroughly.

2. Where the curing compound method is used, care shall be exercised to avoid damage to the seal during the 7-day curing period. If the seal is damaged or broken before the expiration of the curing period, the break shall be repaired immediately by the application of additional curing compound over the damaged portion.

3. Wherever curing compound has been applied by mistake to surfaces against which concrete subsequently is to be placed and to which it is to adhere, compound shall be entirely removed by wet sandblasting just prior to the placing of new concrete.

4. Curing compound shall be applied as soon as the concrete has hardened enough to prevent marring on unformed surfaces and within two (2) hours after removal of forms. Repairs to formed surfaces shall be made within the two (2) hour period; provided, however, that any such repairs which cannot be made within the said two (2) hour period shall be delayed until after the curing compound has been applied. When repairs are to be made to an area on which curing compound has been applied, the area involved shall first be wet-sandblasted to remove the curing compound.

5. At locations where concrete is placed adjacent to a panel which has been coated with curing compound, the panel shall have curing compound reapplied to an area within 6-feet of the joint and to any other location where the curing membrane has been disturbed.

6. Prior to final acceptance of the WORK, all visible traces of curing compound shall be removed from all surfaces in such a manner that does not damage the surface finish.

E. Method 5:

1. Until the concrete surface is covered with curing compound, the entire surface shall be kept damp by applying water using nozzles that atomize the flow so that the surface is not marred or washed. The concrete shall be given a coat of curing compound in accordance with Method 4 above. Not less than one hour or more than four (4) hours after the curing compound has been applied, the surface shall be wetted with water delivered through a fog nozzle, and concrete-

curing blankets shall be placed on the slabs. The curing blankets shall be polyethylene sheet, polyethylene-coated waterproof paper sheeting, or polyethylene-coated burlap. The blankets shall be laid with the edges butted together and with the joints between strips sealed with 2-inch wide strips of sealing tape or with edges lapped not less than 3-inches and fastened together with a waterproof cement to form a continuous watertight joint.

2. The curing blankets shall be left in place during the seven (7) day curing period and shall not be removed until after concrete for adjacent work has been placed. If the curing blankets become torn or otherwise ineffective, the CONTRACTOR shall replace damaged sections. During the first three (3) days of the curing period, no traffic of any nature and no depositing, temporary or otherwise, of any materials shall be permitted on the curing blankets. During the remainder of the curing period, foot traffic and temporary depositing of materials that impose light pressure will be permitted only on top of plywood sheets 5/8-inch minimum thickness, laid over the curing blanket. The CONTRACTOR shall add water under the curing blanket as often as necessary to maintain damp concrete surfaces at all times.

F. Method 6: This method applies to both walls and slabs.

1. The concrete shall be kept continuously wet by the application of water for a minimum period of at least seven (7) consecutive days beginning immediately after the concrete has reached final set or forms have been removed.

2. Until the concrete surface is covered with the curing medium, the entire surface shall be kept damp by applying water using nozzles that atomize the flow so that the surface is not marred or washed.

3. Heavy curing mats shall be used as a curing medium to retain the moisture during the curing period. The curing medium shall be weighted or otherwise held substantially in contact with the concrete surface to prevent being dislodged by wind or any other causes. Edges shall be continuously held in place.

4. The curing blankets and concrete shall be kept continuously wet by the use of sprinklers or other means both during and after normal working hours.

5. Immediately after the application of water has terminated at the end of the curing period, the curing medium shall be removed, the entire concrete surface shall be wetted, and curing compound shall be immediately applied to the entire surface in accordance with Method 4 above.

6. The CONTRACTOR shall dispose of excess water from the curing operation to avoid damage to the WORK.

G. Damp proofing:

1. The exterior surfaces of backfilled dry well walls and buried roof slabs shall be damp proofed as follows.

2. Immediately after completion of curing the surface shall be sprayed with a damp proofing agent consisting of an asphalt emulsion. Application shall be in 2 coats. The first coat shall be diluted to one-half strength by the addition of water and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon of dilute solution. The second coat shall consist of an application of the undiluted material, and shall be sprayed on so as to provide a maximum coverage rate of 100 square feet per gallon. Damp proofing material shall be as indicated above.

3. As soon as the material has taken an initial set, the entire area thus coated shall be coated with whitewash. Any formula for mixing the whitewash may be used if it produces a uniformly coated white surface and remains until placing of the backfill. If the whitewash fails to remain on the surface until the backfill is placed, the CONTRACTOR shall apply additional whitewash.

3.08 CONCRETE FINISHES:

A. General: Surfaces shall be free from fins, bulges, ridges, offsets, honeycombing, or roughness of any kind, and shall present a finished, smooth, continuous hard surface. Allowable deviations from plumb or level and from the alignment, profiles, and dimensions indicated are defined as tolerances and are indicated herein. These tolerances are to be distinguished from irregularities in finish as described herein. Aluminum finishing tools shall not be used.

B. Formed Surfaces: No treatment is required after form removal except for curing, repair of defective concrete, and treatment of surface defects. Where architectural finish is required, it shall be as indicated.

C. Unformed Surfaces:

After proper and adequate vibration and tamping, unformed top surfaces of slabs, floors, walls, and curbs shall be brought to a uniform surface with suitable tools. Immediately after the concrete has been screeded, it shall be treated with a liquid evaporation retardant. The retardant shall be used again after each WORK operation as necessary to prevent drying shrinkage cracks. The classes of finish for unformed concrete surfaces are designated and defined as follows:**Unformed Surface Finish Schedule**

| **Area** | **Finish** |
|---|---|
| Grade slabs and foundations to be covered with concrete or fill material | U1 |
| Floors to be covered with grouted tile or topping grout | U2 |
| Slabs not water bearing | U4 |
| Top surface of walls subject to foot traffic | U4 |
| Top surface of walls not subject to foot traffic | U3 |

1. Finish U1 - Sufficient leveling and screeding to produce an even, uniform surface with surface irregularities not to exceed 3/8-inch. No further special finish is required.

2. Finish U2 - (Float Finish)

   a. Compact, accurately screed and float to a true uniform surface.

   b. Surfaces shall be floated with wood or metal floats or a finishing machine using float blades. Excessive floating of surfaces while the concrete is plastic and dusting of dry cement and sand on the concrete surface to absorb excess moisture will not be permitted.

   c. Floating shall be the minimum necessary to produce a surface that is free from screed marks and is uniform in texture. Test surface with straightedge and eliminate high and low spots of more than 1/8-inch in ten (10) feet. Surface irregularities shall not exceed 1/4-inch.

   d. Joints and edges shall be tooled where indicated or as determined by the VILLAGE.

3. Finish U3 - (Hand-Troweled Finish)

   a. Finish surface as in Finish U2 - Float Finish and after the surface has hardened sufficiently to prevent excess of fine material from being drawn to the surface, trowel with steel trowel to obtain a smooth dense finish after concrete has hardened to ring under the trowel.

   b. The finish shall produce a smooth dense uniform surface free of all irregularities, blemishes, ripples, and trowel marks.

4. Finish U4 - (Nonskid Finish)

a. Trowel the Finish U3 - Hand-trowel Finish surface to remove local depressions or high points. In addition, the surface shall be given a light broom finish with brooming perpendicular to drainage unless otherwise indicated.

b. The resulting surface shall be rough enough to provide a nonskid finish.

3.09 PROTECTION:

A. The CONTRACTOR shall protect concrete against damage until final acceptance.

B. Fresh concrete shall be protected from damage due to rain, hail, sleet, or snow. The CONTRACTOR shall provide such protection while the concrete is still plastic and whenever precipitation is imminent or occurring.

3.10 DEFECTIVE SURFACE TREATMENTS:

A. Patching Concrete:

1. Patch all tie holes, honeycombs or other defects with a Portland Cement and sand grout.

2. Defective surfaces to be repaired shall be cut back from trueline a minimum depth of 1/2-inch over the entire area. Feathered edges will not be permitted. Where chipping or cutting tools are not required in order to deepen the area properly, the surface shall be prepared for bonding by the removal of all laitance or soft material, plus not less than 1/32-inch depth of the surface film from all hard portions by means of an efficient sandblast.

3. After cutting and sandblasting, the surface shall be wetted sufficiently in advance of shooting with shotcrete or with cement mortar so that while the repair material is being applied, the surfaces underneath will remain moist but not so wet as to overcome the suction upon which a good bond depends.

4. Holes left by tie-rod cones shall be reamed with suitable toothed reamers so as to leave the surfaces of the holes clean and rough. Holes then shall be repaired in an approved manner with dry-packed cement grout. Holes left by form-tying devices having a rectangular cross-section and other imperfections having a depth greater than their least surface dimension shall not be reamed but shall be repaired in an approved manner with dry-packed cement grout.

5. The grout shall not be richer than one (1) part cement and three (3) parts sand with the amount of mixing water enough to produce a workable mix. For exposed walls, the cement shall contain such a proportion of white Portland cement as is required to make the color of the patch match the color of the surrounding concrete. The patch shall be finished in such a manner as to match the adjoining surfaces.

6. Surfaces of repairs shall receive the same kind and amount of curing treatment as required for the concrete in the repaired section.

B. Defective Concrete:

1. Any concrete which is not formed as shown on the Drawings or does not conform to the Contract tolerances or shows defects which reduce its structural adequacy, shall be removed from the job by the CONTRACTOR at his expense unless the VILLAGE grants written permission to patch the defective area.

C. Exposed Concrete Surfaces:

1. As soon as forms are removed, exposed surfaces shall be carefully examined and all ridges, ribs and other imperfections shall be rubbed with an abrasive stone or ground in a satisfactory manner in order to secure a smooth, uniform and continuous surface. Plastering or coating of surfaces to be smoothed will not be permitted

2. No repairs shall be made until after inspection by the VILLAGE.

3. In no case will extensive patching of honeycombed concrete be permitted

4. Concrete containing minor voids, pinholes, honeycombing, or similar depression defects shall be repaired as indicated below.

5. Concrete containing extensive voids, holes, honeycombing, or similar depression defects shall be completely removed and replaced. Repairs and replacements shall be performed promptly.

3.11 REINFORCEMENT: Reinforcement shall be in accordance with SECTION 03200, of these Specifications. Concrete protection for the reinforcement shall conform to the requirements ACI 318, paragraph 7.7.1.

3.12 CONSTRUCTION TOLERANCES:

A. The CONTRACTOR shall set and maintain concrete forms and perform finishing operations to ensure that the completed WORK is within tolerances. Surface defects and irregularities are defined as finishes and are to be distinguished from tolerances. Tolerance is the permissible variation from lines, grades, or dimensions indicated on the Drawings. Where tolerances are not stated in the specifications, permissible deviations will be in accordance with ACI 117.

B. The following non-cumulative construction tolerances apply to finished walls and slab unless otherwise indicated:

| Item | Tolerance |
|---|---|
| Variation of the constructed linear outline from the established position in plan. | In 10-feet: 1/4-inch;<br>In 20-feet or more: 1/2-inch |
| Variation from the level or from the grades indicated. | In 10-feet: 1/4-inch;<br>In 20-feet or more: 1/2-inch |
| Variation from plumb | In 10-feet: 1/4-inch;<br>In 20-feet or more: 1/2-inch |
| Variation in the thickness of slabs and walls. | Minus 1/4-inch;<br>Plus 1/2-inch |
| Variation in the locations and sizes of slabs and wall openings | Plus or minus 1/4-inch |

3.13 CARE AND REPAIR OF CONCRETE: The CONTRACTOR shall protect concrete against injury or damage from excessive heat, lack of moisture, overstress, or any other cause until final acceptance. Particular care shall be taken to prevent the drying of concrete and to avoid roughening or otherwise damaging the surface. Any concrete found to be damaged, or which may have been originally defective, or which becomes defective at any time prior to the final acceptance of the completed WORK, or which departs from the established line or grade, or which, for any other reason, does not conform to the requirements of the Contract Documents, shall be satisfactorily repaired or removed and replaced with acceptable concrete.

END OF SECTION

SECTION 05521 HANDRAILS, RAILINGS, AND BOLLARDS

## PART 1 - GENERAL

1.01 SCOPE:

A. Summary of Work: The WORK of this SECTION shall consist of furnishing all labor, material, and equipment necessary for the installation of handrails, railings, and bollards as shown on the Drawings and specified herein.

B. Related Work Specified Elsewhere:

1. SECTION 01300 – Submittals
2. SECTION 03600 – Grout

1.02 APPLICABLE STANDARDS AND PUBLICATIONS:

A. Standards or Codes: The edition of the publications of the organizations listed below in effect at the time of the advertisement for bids form a part of this specification to the extent referenced. See the various paragraphs for the specified standard. In the case of a conflict between the requirements of this SECTION and those of the listed document, the requirements of this SECTION shall prevail.

1. American Society for Testing and Materials (ASTM)
    a. A36 – Standard Specification for Carbon Structural Steel
    b. A47 - Standard Specification for Ferritic Malleable Iron Castings
    c. A53 - Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
    d. A108 - Standard Specification for Steel Bar, Carbon and Alloy, Cold-Finished
    e. A116 - Standard Specification for Metallic-Coated, Steel Woven Wire Fence Fabric
    f. A283 - Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates
    g. A385 - Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip)
    h. A500 - Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes
    i. A501 - Standard Specification for Hot-Formed Welded and Seamless Carbon Steel Structural Tubing
2. American Welding Society (AWS)
    a. D1.1 – Structural Welding Code – Steel
    b. D11.2 – Guide for Welding Iron Casting
3. Florida Fire Prevention Code

1.03 SUBMITTALS:

A. Submittals shall be in accordance with SECTION 01300.

B. Submit Shop Drawings, signed and sealed by a Professional Engineer registered and active in the State of Florida, for all handrails and railings showing materials, configurations, dimensions, accessories, anchorage, etc.

1.04 WARRANTY: The CONTRACTOR shall warrant the WORK against defects for one (1) year from the date of Substantial Completion.

**PART 2 - PRODUCTS**

2.01 MATERIALS: Comply with the requirements of the indicated specification.

A. Steel Plates and Bars (except plates to be cold-formed): American Society for Testing and Materials ASTM A36

B. Cold-Formed Steel Plates: ASTM A283, Grade C

C. Cold-Finished Steel Bars: ASTM A108, grade as selected by fabricator

D. Steel Pipe: ASTM A53, Grade B; black finish unless galvanizing is indicated; standard weight (Schedule 40) unless otherwise shown or specified

E. Steel Finish: Shop prime paint, except where galvanized finish indicated

F. Malleable Iron Castings: ASTM A47, grade as required

G. Non-shrink, Nonferrous Grout: SECTION 03600

H. Bollards: ASTM 53 Grade B, galvanized steel pipe filled with concrete

2.02 FABRICATION:

A. General:

1. Form exposed work true to line and level with accurate angles and surfaces and straight sharp edges. Ease exposed edges to a radius of approximately 1/32-inch, unless otherwise shown.

2. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the WORK.

3. Hot-dip galvanize all steel railings, including pipe, fittings and other ferrous metal components after fabrication, unless otherwise indicated on the Drawings. Fabricated railing units to be galvanized shall have vent and drain holes in accordance with ASTM A385.

B. Non-welded Connections: When acceptable to the VILLAGE, intermediate post-to-rail connections may be made using internal pipe sleeve locks and Allen screw fasteners. Locking devices that do not produce flush, smooth, rigid, hairline joints will not be acceptable. Weld other connections.

C. Welded Connections: Cope intersections of rails and posts, weld joints and grind smooth. Butt weld end-to-end joints of railings or use welding connectors, at fabricator's option.

1. At connections to steel supports, weld post directly to steel supports, unless otherwise indicated.

2. Other methods of welding may be used when acceptable to the VILLAGE.

3. Weld corners and seams continuously and in accordance with the recommendations of American Welding Society (AWS). Grind exposed welds smooth and flush, to match and blend with adjoining surfaces. Discoloration of finished surfaces will not be acceptable.

4. Form exposed connections with flush, smooth, hairline joints, using concealed fasteners wherever possible. Use exposed fasteners of the type shown, or if not shown, use Phillips Flathead (countersunk) screws or bolts.

5. Provide for anchorage of the type shown, coordinated with the supporting structure. Fabricate and space anchoring devices as shown and as required to provide adequate support.

D. Brackets, Flanges, and Anchors:

1. Furnish cast metal brackets, flanges, and exposed anchors of the same material and finish as supported rails, unless otherwise indicated.

2. Furnish all fastenings as required for anchorage of railings to concrete or masonry work.

**PART 3 - EXECUTION**

3.01 INSTALLATION:

A. Fastening to In-Place Construction: Provide anchorage devices and fasteners where necessary for securing handrails and railing items to in-place construction; including, threaded fasteners for concrete and masonry inserts, toggle bolts, through bolts, lag bolts and other connectors as required. Use railing manufacturer's standard method of installation when acceptable to the VILLAGE.

B. Cutting, Fitting and Placement: Perform cutting, drilling and fitting required for installation. Set the work accurately in location, alignment and elevation, plumb, level, true and free of rack, measured from established lines and levels. Fit exposed connections accurately together to form tight hairline joints. Weld connections that are not to be left as exposed joints, but cannot be shop-welded because of shipping size limitations. Grind joints smooth and touch up shop paint coat. Do not weld, cut or abrade the surfaces of units that have been coated or finished after fabrication, and are intended for field connections. Adjust railings prior to securing in place to ensure proper matching at butting joints and correct alignment throughout their length. Space posts not more than four (4) feet on centers, unless otherwise shown on the Drawings. Plumb posts in each direction. Secure posts and rail ends to building construction as follows:

1. Anchor posts in concrete by means of pipe sleeves set and anchored into the concrete. Provide sleeves of galvanized, steel pipe, not less than six (6) inches long and having an inside diameter not less than 1/2-inch greater than the outside diameter of the inserted pipe post. Provide steel plate closure secured to the bottom of the sleeve and of width and length not less than one (1) inch greater than the outside diameter of the sleeve. After the posts have been inserted into the sleeves, fill the annular space between post and sleeve solid with nonshrink, nonferrous grout. Cover anchorage joint with a round metal flange to match post.

C. Secure handrails to walls with wall brackets and end fittings. Provide brackets with not less than 1-1/2 inches clearance from inside face to handrail to the finish wall surface. Drill wall plate portion of the bracket to receive one bolt, unless otherwise indicated for concealed anchorage. Locate brackets as indicated or, if not indicated, at not more than eight (8) feet on center. Provide flush-type wall return fittings with the same projection as that specified for wall brackets. Secure wall brackets and wall return fittings to building construction as follows:

1. For concrete and solid masonry anchorage, use stainless steel epoxy-set anchors.

2. For hollow masonry anchorage, use Hilti HIT-HY 20 for Masonry Anchoring System, manufactured by Hilti Corporation, Tulsa, OK.

3. For drywall anchorage, provide horizontal wood blocking connecting consecutive studs, use toggle bolts having square heads.

D. Bollards:

1. Refer to the Drawings for pipe diameters.

2. Erect bollards plumb and aligned and located as shown on civil drawings, footings as shown on the Drawings. Fill steel pipes with 3,500 pounds per square inch (psi) concrete and finish top smooth and convex. Paint and finish as required by the VILLAGE. Unless otherwise indicated, paint as specified for structural work in SECTION 05100.

END OF SECTION

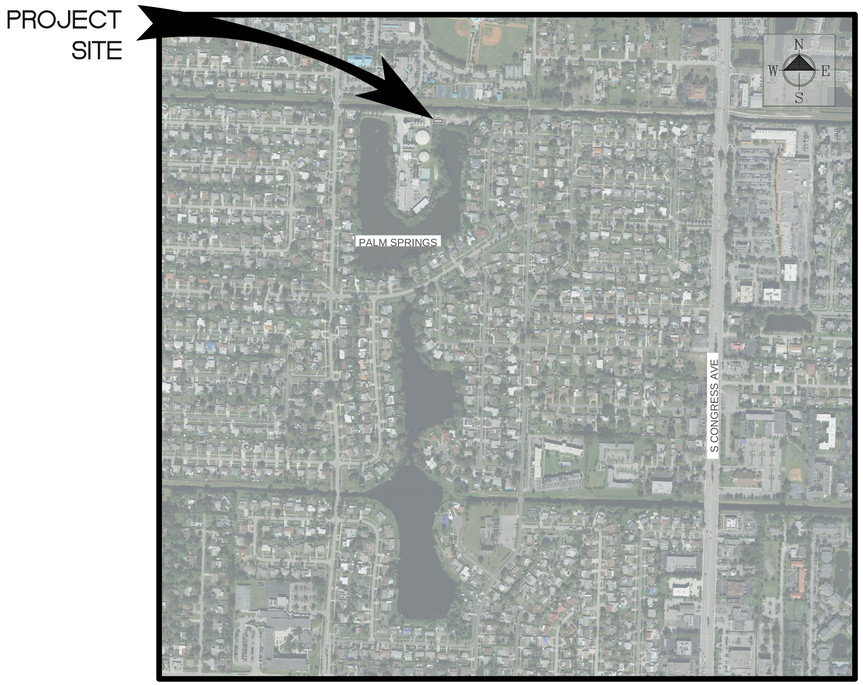
# V I L L A G E O F P A L M S P R I N G S

PALM BEACH COUNTY, FL

| INDEX OF SHEETS | | |
|---|---|---|
| DRAWING NO. | SHEET NO. | SHEET TITLE |
| G001 | 1 | COVER SHEET |
| G002 | 2 | GENERAL NOTES |
| C001 | 3 | EXISTING SITE CONDITIONS PLAN |
| C002 | 4 | SITE PLAN AND ELEVATIONS |
| S001 | 5 | STRUCTURAL PLAN & ELEVATION |

# MATERIAL STORAGE FACILITY AT MAIN WATER PLANT

UTILITY PLANT
360 DAVIS ROAD
PALM SPRINGS, FL 33461




PROJECT LOCATION MAP

N.T.S

VILLAGE COUNCIL

| | |
|---|---|
| MAYOR : | BEV SMITH |
| VICE MAYOR DISTRICT 2 : | PATTI WALLER |
| MAYOR PRO TEM, DISTRICT 3 : | GARY M. READY |
| COUNCIL MEMBER, DISTRICT 1 : | DOUG GUNTHER |
| COUNCIL MEMBER, DISTRICT 4 : | JONI BRINKMAN |

| SUBCONSULTANTS | RESPONSIBILITY |
|---|---|
| BROWN & PHILLIPS, Inc. PROFESSIONAL SURVEYING SERVICES | SURVEY |
| RADISE INTERNATIONAL | GEOTECHNICAL |

PREPARED BY:

R.J.Behar & Company, Inc.
Engineers • Planners
12788 West Forest Hill BLVD, Suite 2003B
Wellington, Florida · 33414
Phone: (561) 333-7000 · Fax: (561) 333-7001
CERTIFICATE OF AUTHORIZATION NO. 00008365

Always call 811 two full business days before you dig to have underground utilities located and marked.
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NOTE: ALL ELEVATIONS SHOWN ARE IN NAVD88

R.J. BEHAR PROJ. NO.: 19040

| | | | | |
|---|---|---|---|---|
| ENGINEER: J. RIVERON | | | | |
| DRAWN: J. CRUZ | | | | |
| CHECKED: J. PEÑA | | | | |
| DATE: 3/18/2020 | | | | |
| SCALE: AS SHOWN | DATE | DRAWN | REF# | REVISION DESCRIPTION |

ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA. PLANS ARE INTENDED TO BE DISPLAYED ON 24" X 36" SHEET.

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLANS AND DESIGN ARE IN SUBSTANTIAL COMPLIANCE WITH THE DESIGN STANDARDS AND CRITERIA IN EFFECT ON THIS DATE FOR VILLAGE OF PALM SPRINGS ENGINEERING DEPARTMENT AND THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION.

ENGINEER OF RECORD: JASMANI RIVERON, P.E.
FLORIDA P.E. LICENSE NO.: 73798
DATE:

O:\19040_Material Storage Bays At Main WTP\CADD\G001_COVER SHEET.dwg — Thursday, June 18, 2020 4:30:20 PM

VILLAGE PROJECT NO. RJB-G01

## GENERAL NOTES

1. ALL CONSTRUCTION MATERIALS AND TESTING SHALL CONFORM TO VILLAGE OF PALM SPRING GENERAL TERMS AND CONDITIONS, AND ALL LOCAL, COUNTY, STATE OF FLORIDA AND NATIONAL CODES.
2. IF ACTUAL FIELD CONDITIONS VARY FROM THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE VILLAGE FOR VERIFICATION PRIOR TO PROCEEDING WITH THE WORK.
3. THE CONTRACTOR MAY UTILIZE THE ENTIRE SITE WITHIN THE LIMITS OF CONSTRUCTION FOR STAGING EQUIPMENT AND MATERIALS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL CONSTRUCTION DEBRIS.
5. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL BY THE VILLAGE AS IDENTIFIED IN THE PROJECT SPECIFICATIONS.
6. THE CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.
7. ALL "AS-BUILT" INFORMATION SUBMITTED TO THE VILLAGE SHALL BE ACCURATE, CLEAR AND LEGIBLE TO THE SATISFACTION OF THE VILLAGE. THE INFORMATION SUBMITTED SHALL PROVIDE A TRUE REPRESENTATION OF THE IMPROVEMENTS PERFORMED.
8. ALL WORK SHALL TAKE PLACE DURING DAYLIGHT HOURS AND IN ADHERENCE TO VILLAGE OF PALM SPRING ORDINANCE FOR PERMISSIBLE WORKING DAYS AND HOURS.

## STRUCTURAL NOTE

### GENERAL

1. GENERAL DESIGN AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH THE FLORIDA BUILDING CODE 2017 EDITION AND THE REQUIREMENTS SET FORTH BY THE BUILDING OFFICIALS HAVING JURISDICTION OVER THIS PROJECT.
2. THE CONTRACTOR SHALL COORDINATE ALL WORK REQUIRED BY THE STRUCTURAL DRAWINGS AND PROJECT SPECIFICATIONS WITH CIVIL DRAWINGS, AND PROJECT SPECIFICATIONS, AND THE CODES AND STANDARDS CITED HEREIN.
3. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND SITE CONDITIONS AND NOTIFY THE VILLAGE OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.
4. NO STRUCTURAL MEMBERS SHALL BE CUT FOR PIPES, CONDUIT, ETC., UNLESS SPECIFICALLY DETAILED OR APPROVED BY THE VILLAGE.

### CONCRETE AND FOUNDATION

1. ALLOWABLE SOIL BEARING PRESSURE IS 2000 PSF. SUBGRADE SOIL PREPARATION SHALL CONSIST OF COMPACTING SOIL MATERIALS OVER THE ENTIRE FOUNDATION FOOTPRINT, PLUS A DISTANCE OF FIVE FEET (5') OUTSIDE THE FOUNDATION FOOTPRINT. REFER TO THE GEOTECHNICAL ENGINEERING RECOMMENDATIONS BY RADISE INTERNATIONAL, LC DATED 01.27.20.
2. DESIGN AND CONSTRUCTION OF REINFORCED CONCRETE FOR FOUNDATIONS AND FOOTINGS SHALL BE IN ACCORDANCE WITH ACI 318, "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE."
3. CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS IN THE SPECIFICATIONS.
3. MINIMUM 28-DAY COMPRESSIVE STRENGTH OF STRUCTURAL CONCRETE SHALL BE 3,500 PSI, UNLESS OTHERWISE NOTED.
4. CONCRETE REINFORCING STEEL SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615, GRADE 60.
5. PROVIDE LAP SPLICES AND EMBEDMENT LENGTHS IN ACCORDANCE WITH THE TABLE ON THIS SHEET (UNLESS OTHERWISE NOTED ON THE DRAWINGS).
6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCEMENT (UNLESS OTHERWISE NOTED ON THE DRAWINGS):
   A. CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH.....4"
   B. FORMED SURFACES:
      EQUAL TO OR GREATER THAN 24 INCHES IN THICKNESS*.....4"
      GREATER THAN 12 INCHES AND LESS THAN 24 INCHES IN THICKNESS.....3"
      EQUAL TO OR LESS THAN 12 INCHES IN THICKNESS.....2"
   *EXCEPTION: TOP OF BASE SLAB SHALL HAVE 4" CONCRETE COVER.
9. PROVIDE CORNER BARS AT ALL CORNERS AND INTERSECTIONS OF CONCRETE WALLS, SLABS, BEAMS, GRADE BEAMS AND PILE CAPS.
10. ALL EXPOSED CONCRETE EDGES AND CORNERS SHALL BE CHAMFERED 3/4" UNLESS OTHERWISE NOTED.
11. CONSTRUCTION JOINTS SHALL BE LOCATED AS SHOWN ON THE DRAWINGS, SURFACES OF JOINTS SHALL BE ROUGHENED TO A UNIFORM Y4" MINIMUM AMPLITUDE. THE FINAL SURFACE SHALL BE CLEAN AND WITHOUT LAITANCE OR LOOSE MATERIAL.
12. NO WELDING OF REINFORCING BARS SHALL BE PERMITTED, UNLESS APPROVAL IS OBTAINED FROM THE VILLAGE PRIOR TO CONSTRUCTION.
13. REINFORCEMENT SHALL NOT BE BENT IN THE FIELD BY ANY MEANS.

## CIVIL NOTES

1. ALL EXISTING FEATURES ARE TO REMAIN UNLESS OTHERWISE NOTED.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION. CONTRACTOR SHALL MAINTAIN AND REPAIR EROSION AND SEDIMENT CONTROL DEVICES AS NECESSARY. REFER TO SPECIFICATION 02436.
3. CLEARING ON THE SITE SHALL BE IN ACCORDANCE WITH STANDARD CLEARING AND GRUBBING PROCEDURES. REFER TO SPECIFICATION 02110.
4. RESTORE ALL AREAS TO EXISTING CONDITION IF DISTURBED BY STAGING OR CONSTRUCTION ACTIVITIES.
5. F.E.M.A. SITE ELEVATION 11.0' (NAVD88)

## SURVEY NOTES

1. THESE DRAWINGS HAVE BEEN ADAPTED FROM THE TOPOGRAPHIC SURVEY PREPARED BY BROWN & PHILLIPS, INC. PROFESSIONAL SURVEY CONSULTANTS, DATED DECEMBER 2019, WHICH IS AVAILABLE FOR CONTRACTOR REVIEW AND USE UPON REQUEST.
2. THE ELEVATIONS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AS DETERMINED BY VERTICAL MEASUREMENTS FROM BENCHMARKS (SEE TOPOGRAPHIC SURVEY FOR MORE INFORMATION):

| NGS CONTROL POINT TABLE | | | | | |
|---|---|---|---|---|---|
| DESIGNATION | NORTHING | EASTING | LATITUDE | LONGITUDE | ELEV. NAVD 88 |
| SET MAG NAIL AND TINTAB | 839274.37 | 951935.07 | – | – | 12.80 |
| SET IRON ROD AND CAP | 839263.10 | 952047.60 | – | – | 12.91 |

3. THE COORDINATE SYSTEM UTILIZED HEREON IS RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT, AS ESTABLISHED USING LOCAL BASE STATION SET UP ON NGS MONUMENT E 534. ALL DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.
4. ANY PUBLIC LAND CORNERS OR SURVEY CONTROL POINTS WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF A CORNER MONUMENT OR SURVEY CONTROL POINT IS IN DANGER OF BEING DESTROYED OR DISTURBED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE DISTRICT SURVEYING AND MAPPING SECTION BY PHONE PRIOR TO PROCEEDING WITH THE WORK.

## UTILITY NOTES

1. THE CONTRACTOR SHALL CONTACT FLORIDA SUNSHINE ONE CALL TO VERIFY UNDERGROUND UTILITIES WITHIN THE PROJECT SITE. THE FLORIDA SUNSHINE ONE TELEPHONE NUMBER IS 811.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF REPAIRING ALL DAMAGED UTILITIES.

| STRUCTURAL DESIGN CRITERIA | |
|---|---|
| **DEAD LOAD** | |
| FLOOR | – 10 PSF |
| **LIVE LOAD** | |
| FLOOR | – AASHTO HL-93<br>– SOIL LOAD 1.1 KSF (8FT HEIGHT INTERIOR)<br>– 270 PSF (2FT HEIGHT EXTERIOR) |
| WALL | – SOIL LOAD 8 FT HEIGHT |
| **WIND LOAD** | |
| WALLS | – BASIC WIND SPEED,V = 150 MPH<br>– EXPOSURE CATEGORY C<br>– WIND DIRECTIONALITY FACTOR, Kd =0.85<br>– VELOCITY PRESSURE EXPOSURE FACTOR, Kh =0.85<br>– TOPOGRAPHIC FACTOR, Kzt =1<br>– GUST EFFECT FACTOR, G =0.85 |

## LEGEND:

- TYPE II FLOATING TURBIDITY BARRIER
- TYPE III SILT FENCE
- FENCE/HANDRAIL/PIPE REMOVAL
- STORMWATER PIPE
- LIMITS OF CONSTRUCTION
- RUNOFF DIRECTION
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED DRAINAGE MANHOLE
- CONTRACTOR STAGING AREA
- PROPOSED GRAVEL ACCESS
- R/W LINE
- BASELINE
- BENCHMARK
- CONTROL POINT

NORMAL WEIGHT CONCRETE, UNCOATED, CONCRETE LAP CLASS B — f'c= 3.5 KSI

| | SPLICE LENGTH (INCHES) | | DEVELOPMENT LENGTH (INCHES) | | |
|---|---|---|---|---|---|
| BAR SIZE | TOP | OTHER | TOP | OTHER | HOOKED |
| #4 | 26 | 20 | 20 | 30 | 6 |
| #6 | 40 | 30 | 30 | 46 | 9 |

NOTES:
1. TOP BARS ARE HORIZONTAL BARS PLACED SUCH THAT MORE THAN 12" OF FRESH CONCRETE IS CAST BELOW THE BAR.
2. HORIZONTAL BARS IN WALLS ARE TO BE PROVIDED WITH SPLICE LENGTHS AS REQUIRED FOR TOP BAR.

## ABBREVIATIONS AND ACRONYMS - STANDARD

| | |
|---|---|
| AASHTO | AMERICAN ASSOCIATION OF STATE HIGHWAY AND TRANSPORTATION OFFICIALS |
| ACI | AMERICAN CONCRETE INSTITUTE |
| ADD'L | ADDITIONAL |
| ALT | ALTERNATE |
| APPROX. | APPROXIMATELY |
| ASCE | AMERICAN SOCIETY OF CIVIL ENGINEERS |
| ASTM | AMERICAN SOCIETY FOR TESTING AND MATERIALS |
| BOTT | BOTTOM |
| BOS | BOTTOM OF STRUCTURE |
| CTRS | CENTERS |
| CLR | CLEARANCE |
| CONC | CONCRETE |
| CONST | CONSTRUCTION |
| CJ | CONSTRUCTION JOINT |
| CFM | CUBIC FEET PER MINUTE |
| DIM | DIMENSION |
| DIST | DISTANCE |
| DWG | DRAWING |
| EA | EACH |
| ELEV/EL | ELEVATION |
| EOR | ENGINEER OF RECORD |
| EQ SP | EQUALLY SPACED |
| EW | EACH WAY |
| EXIST. | EXISTING |
| FF | FAR FACE |
| FBC | FLORIDA BUILDING CODE |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| FIN FL | FINISHED FLOOR |
| FFE | FINISHED FLOOR ELEVATION |
| FT | FEET OR FOOT |
| IN | INCH(ES) |
| INV | INVERT |
| LS | LAP SPLICE |
| L | LENGTH |
| MAX | MAXIMUM |
| MIN | MINIMUM |
| NGVD29 | NATIONAL GEODETIC VERTICAL DATUM OF 1929 |
| NAVD88 | NORTH AMERICAN VERTICAL DATUM OF 1988 |
| NO. | NUMBER |
| N.T.S. | NOT TO SCALE |
| OC | ON CENTER |
| LB | POUND |
| PCF | POUNDS PER CUBIC FOOT |
| PLF | POUNDS PER LINEAR FOOT |
| PSF | POUNDS PER SQUARE FOOT |
| PSI | POUNDS PER SQUARE INCH |
| REINF | REINFORCEMENT |
| REQD | REQUIRED |
| R/W | RIGHT OF WAY |
| SCH | SCHEDULE |
| SECT | SECTIONAL |
| SPA. | SPACING |
| SPECS | SPECIFICATIONS |
| SF | SQUARE FEET |
| STD | STANDARD |
| STRUCT | STRUCTURE |
| TBD | TO BE DETERMINED |
| TYP | TYPICAL |
| VERT | VERTICAL |

### SYMBOLS

| | |
|---|---|
| & | AND |
| @ | AT |
| X | BY |
| ℄ | CENTERLINE |
| ° | DEGREE |
| ⌀ | DIAMETER |
| ' | FEET |
| " | INCHES |
| # | NUMBER |
| % | PERCENT |
| W/ | WITH |

SECTION LETTER — DIRECTION OF CUT
A
G-001 | G-002
DRAWING WHERE SECTION IS CUT — DRAWING WHERE SECTION IS SHOWN

DETAIL NUMBER
1
G-001 | S-002
DRAWING WHERE DETAIL IS TAKEN — DRAWING WHERE SECTION IS SHOWN

## DETAILS AND SECTIONS LEGEND

R.J.Behar & Company, Inc.
Engineers • Planners
12788 FOREST HILL BLVD. SUITE 200B
WELLINGTON, FL 33414
PHONE: 561.793.2090 FAX: 561.793.2091
CERTIFICATE OF AUTHORIZATION No. 00003365

THE VILLAGE OF PALM SPRINGS FLORIDA

MATERIAL STORAGE FACILITY
AT MAIN WATER PLANT
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY, FL

RJB PROJ. No: 19040
DATE: 3/18/2020
DESIGN: JR | DRAWN: JC | CHECK: JAPR
REVISIONS:

ENGINEER OF RECORD: JASMANI RIVERON, P.E.
FLORIDA P.E. LICENSE NO.: 73798
DATE:

SHEET NAME: GENERAL NOTES

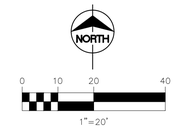
DRAWING: G002
SHEET: 2 OF 5

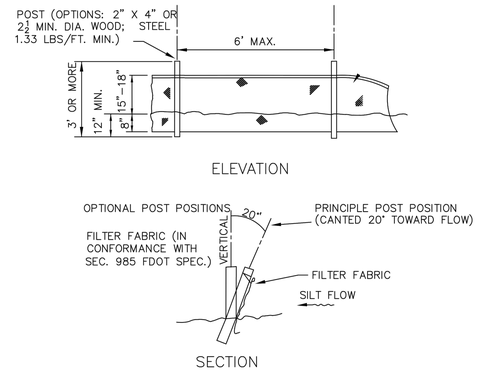
VILLAGE PROJECT NO. RJB-G01




## EXISTING SITE CONDITIONS

SCALE: 1" = 10'




## TYPE III SILT FENCE TYPICAL DETAIL

SCALE: N.T.S.


R.J.Behar & Company, Inc.
Engineers • Planners
12788 FOREST HILL BLVD, SUITE 20038
WELLINGTON, FL 33414
PHONE: 561.793.2090 FAX: 561.793.2101
CERTIFICATE OF AUTHORIZATION No. 00003805


# MATERIAL STORAGE FACILITY AT MAIN WATER PLANT
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY, FL

RJB PROJ. No: 19040

DATE: 3/18/2020

| DESIGN: | DRAWN: | CHECK: |
|---|---|---|
| JR | JC | JAPR |

REVISIONS:

ENGINEER OF RECORD: JASMANI RIVERON. P.E.

FLORIDA P.E. LICENSE NO.: 73798

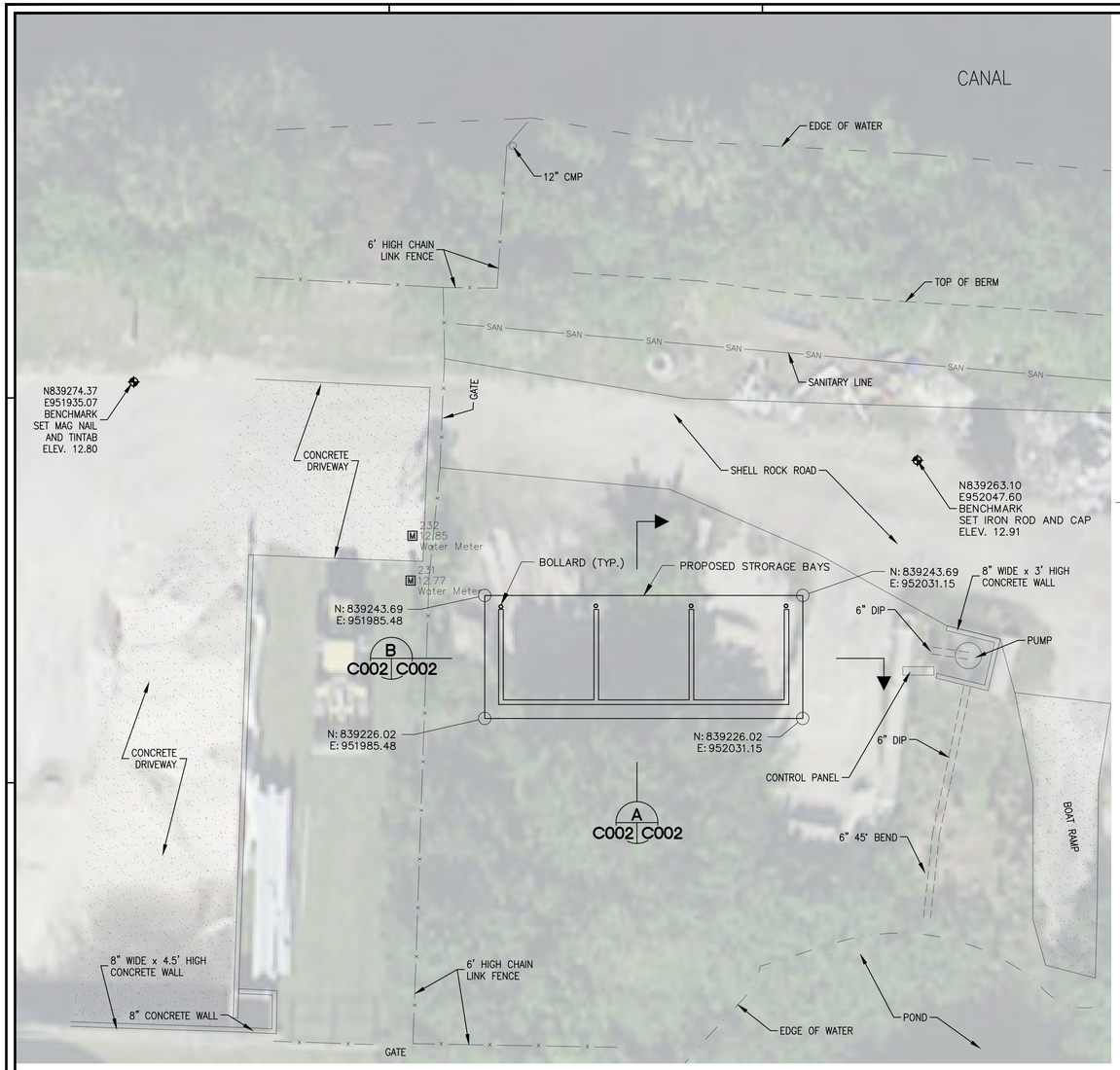
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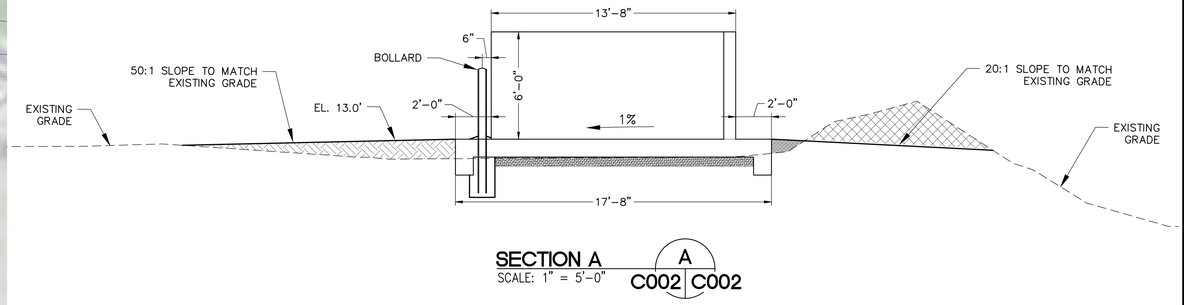
SHEET NAME:
EXISTING SITE CONDITIONS PLAN

DRAWING: C001

SHEET: 3 OF 5

VILLAGE PROJECT NO. RJB-G01




SECTION A
SCALE: 1" = 5'-0"
A
C002 C002




SECTION B
SCALE: 1" = 5'-0"
B
C002 C002




BOLLARD
SCALE: N.T.S.


R.J.Behar & Company, Inc.
Engineers • Planners
12788 FOREST HILL BLVD, SUITE 20038
WELLINGTON, FL 33414
PHONE (561) 530-7200 FAX (561) 530-7201
CERTIFICATE OF AUTHORIZATION No. 00003805


THE VILLAGE OF PALM SPRINGS FLORIDA

MATERIAL STORAGE FACILITY
AT MAIN WATER PLANT
VILLAGE OF PALM SPRING
PALM BEACH COUNTY, FL

RJB PROJ. No: 19040

DATE: 3/18/2020

| DESIGN: | DRAWN: | CHECK: |
|---|---|---|
| JR | JC | JAPR |

REVISIONS:

ENGINEER OF RECORD: JASMANI RIVERON. P.E.

FLORIDA P.E. LICENSE NO.: 73798

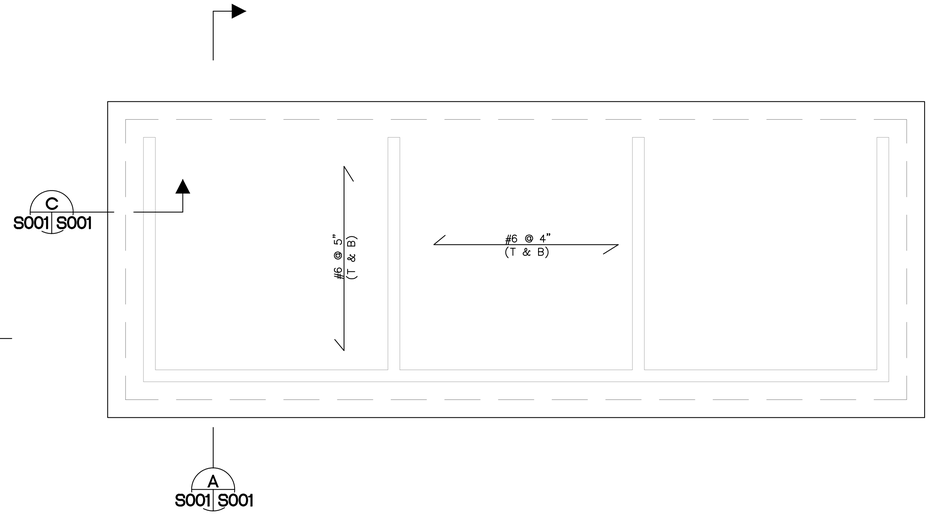
DATE:

SHEET NAME:
SITE PLAN
AND
ELEVATIONS

DRAWING: C002

SHEET: 4 OF 5

VILLAGE PROJECT NO. RJB-G01

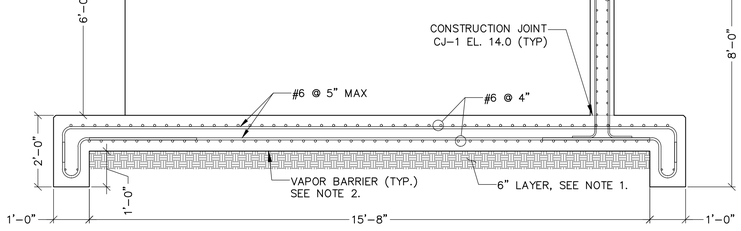



## FOUNDATION PLAN

SCALE: 1/4" = 1'-0"

NOTES:

1. PROVIDE 6-INCH LAYER OF LIMEROCK BASE PER SPECIFICATION SECTION 02232.
2. PROVIDE 10-MIL POLYETHYLENE VAPOR BARRIER WITH MINIMUM 6" WIDE Z-LOCK TYPE LAPPING, "VISQUEEN" OR APPROVED EQUAL.
3. CHAMFER ALL EXPOSED EDGES OF CONCRETE 3/4".
4. USE AT ALL CORNERS FOR ALL CONCRETE MEMBERS INCLUDING THICKENED SLAB ON GRADE, WALLS, CURBS, BEAMS, GRADE BEAMS AND SLABS, UNLESS INDICATED OTHERWISE.
5. TYPICAL CONCRETE REINFORCEMENT LAP SPLICE PER ACI 318.
6. REINFORCEMENT SHALL BE CONTINUOUS THROUGH JOINT.
7. JOINT SHALL MEET ALL ACI 318 COMPLIANCE REQUIREMENTS INCLUDING:
   A. ROUGHEN SURFACE AS INDICATED
   B. CLEAN SURFACE WITH REMOVAL OF ALL LAITANCE
   C. IMMEDIATELY PRIOR TO NEW CONCRETE PLACEMENT, PREWET SURFACE AND REMOVE ANY STANDING WATER.
8. PROVIDE CONCRETE FLOOR FINISH U3 PER SPECIFICATION 03300.




## SECTION A

SCALE: 1/2" = 1'-0"

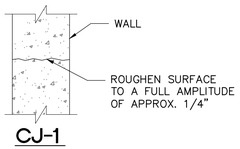
A S001 S001




## SECTION C

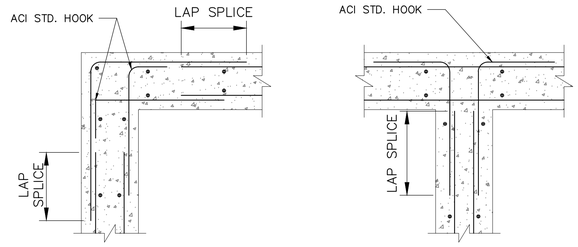
SCALE: 1-1/2" = 1'-0"

C S001 S001

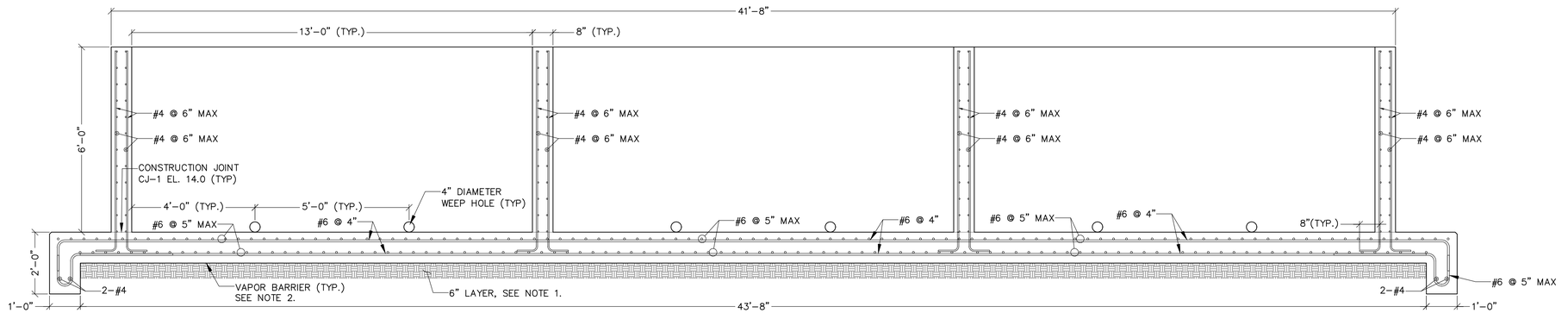



CJ-1

## CONSTRUCTION JOINT DETAILS




## TYPICAL CORNER BAR DETAILS




## SECTION B

SCALE: 1/2" = 1'-0"

B S001 S001


R.J.Behar & Company, Inc.
Engineers • Planners
12788 FOREST HILL BLVD, SUITE 200B
WELLINGTON, FL 33414
PHONE (561) 793-2090 FAX (561) 333-7001
CERTIFICATE OF AUTHORIZATION No. 00003805


# MATERIAL STORAGE FACILITY AT MAIN WATER PLANT
VILLAGE OF PALM SPRINGS
PALM BEACH COUNTY, FL

RJB PROJ. No: 19040

DATE: 3/18/2020

| DESIGN: | DRAWN: | CHECK: |
|---|---|---|
| JR | JC | JAPR |

REVISIONS:

ENGINEER OF RECORD: JASMANI RIVERON, P.E.

FLORIDA P.E. LICENSE NO.: 73798

DATE:

SHEET NAME:
STRUCTURAL PLAN & ELEVATION

DRAWING: S001

SHEET: 5 OF 5

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** April 8, 2021

**DEPARTMENT:** Public Service

---

**ITEM 6.8:**

Approval to Rescind/Void Material Storage Bays at Main WTP Construction Services Contract (Task Order No. 258) - Invitation to Bid (ITB #2020B-007) - Republic Construction

**SUMMARY:**

Recently, the Public Service Department was notified by E-mail that the selected vendor for the Material Storage Bays at Main Water Treatment Plant (WTP) project would not be able to proceed forward and execute a contract to provide construction services for the Village. As a result, the Village Council is requested to rescind/void the previously awarded construction services contract with Republic Construction (in the amount of $78,798) that was approved on December 10, 2020 (ITB No. 2020B-007).

Note: Following notice by the selected vendor that they would not be able to provide construction services for the Material Storage Bays at Main WTP project, Village staff determined that since the 2nd lowest bid was over $15K higher than Republic Construction's bid, and more than 120 days has passed since the bid opening, it would be preferable not to select another bid from this ITB. Thus, the Village is canceling this solicitation and will proceed with going back out for new pricing to complete this project at a later date.

Note: Approval of the request to rescind/void the recently awarded construction services contract would allow the Public Service Department to procure new bids for the project at a future date. Further, it is expected that the projected construction bids may be increased by as much as 60% above the previous budget ($70,000) due to a rise in material costs and the pandemic.

**FISCAL IMPACT:**

The proposed request does not have a direct fiscal impact to the Village.

**ATTACHMENTS:**

E-mail Notification that Republic Construction (competitively awarded vendor) would not be proceeding with Construction Services Contract for the Material Storage Bays at Main WTP

# CAPITAL IMPROVEMENT PROJECT DETAIL

**Task #** 258
**PROJECT #** 19-UTL-563-01

**Project Name:** Material Storage Bays
**Department:** Public Service
**Location:** Utilities - Main WTP
**Project Manager:** WSanchez
**Original Plan Date:** FY19

## DESCRIPTION / JUSTIFICATION:

This project will construct several three sided open bays in the northeast corner of the Main WTP site for outdoor storage of materials such as sand and gravel.



## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Engineering & Planning | 10,000 | 1,500 | 1,500 | | | | 13,000 |
| Construction | | 23,500 | 78,800 | | | | 102,300 |
| Equipment | | | | | | | - |
| **TOTAL PROJECT COSTS** | **10,000** | **25,000** | **80,300** | **-** | **-** | **-** | **115,300** |

| SOURCES OF FUNDS: | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | 10,000 | 25,000 | 80,300 | | | | 115,300 |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Unfunded | | | | | | | |
| **TOTAL PROJECT REVENUE** | **10,000** | **25,000** | **80,300** | **-** | **-** | **-** | **115,300** |

## OPERATIONAL IMPACT

Note: No additional operating costs are expected as a result of this project.

| OPERATIONAL IMPACT | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| FUNDING SOURCES | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| Water & Sewer Enterprise Fund (41336) | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

THE
# LAKE WORTH HERALD

**Published Once a Week**

**Lake Worth, Palm Beach County, Florida**

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Village of Palm Springs Advertisement to Bid, ITB No. 2021B-007, Material Storage Bays at Main Water Treatment Plant (WTP)

was published in said newspaper in the issue of

April 29, 2021

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 29th day of April, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

**Legal Notice No. 38479**

**VILLAGE OF PALM SPRINGS**
**ITB NO. 2021B-007**

**MATERIAL STORAGE BAYS AT**
**MAIN WATER TREATMENT PLANT (WTP)**

**ADVERTISEMENT FOR BIDS**

Sealed Bids for the construction of the **Material Storage Bay at Main Water Treatment Plant (WTP)** will be received, by the **Village of Palm Springs,** at the office of the **Palm Springs Village Clerk**, until **10:00 A.M.** local time on **May 26, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **June 9, 2021 at 10:00 A.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment, and material for the construction of a cast-in-place concrete structure to serve as a material storage facility as described by the Drawings and Specifications. Generally, the work includes clearing, foundations, concrete work, site restoration, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents.***

Invitation to Bid documents are available beginning **April 29, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com ; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-007 MATERIAL STORAGE BAY AT THE MAIN WATER TREATMENT PLANT (WTP)."**

A virtual Pre-Bid Conference will be held for this solicitation on **May 12, 2021 at 2:00 P.M.** Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference – May 12, 2021 at 2:00 P.M.**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: + 1 (213) 929-4212 Access: # 843-485-796
Registration URL:
https://attendee.gotowebinar.com/register/5188150483845482767 Webinar ID # 600-928-979

**Bid Opening – June 9, 2021 at 10:00 A.M.**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States + 1 (914) 614-3221 Access # 754-719-763
Registration URL
https://attendee.gotowebinar.com/register/5920873828689236240 Webinar ID # 722-884-539

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 21, 2021 at 5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised. are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff. and the Village Council members.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 29, 2021**

Publication: The Lake Worth Herald. Demandstar, and Village of Palm Springs website

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.8:** Approve Sand Loader Replacement Award - Main Water Treatment Plant (Task Order No. 271) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Boromei Construction, Inc.

**SUMMARY:** The Public Service Department has identified a need to replace the existing sand loader system at the Main Water Treatment Plant, which would allow for the transfer of sand from the sand storage silo to the lime softening units (spiractors) for use within the water treatment process. The existing sand loader has exceeded its useful service life and experiences frequent failures.

Currently, the Village Council has authorized Eckler Engineering to serve as the Village's consulting engineer to complete the engineering and design for this project (Task Order #271). The proposed project consists of the construction and installation of a new sand conveying system, control panel, air compressor and required piping, programming, electrical wiring and site restoration. These upgrades would allow Village water treatment staff to ensure the lime softening system continues to function properly and continue to provide the highest quality water to all of the Village's utility customers.

To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on April 15, 2021 for the Replacement of Sand Loader at the Village's Main Water Treatment Plant. This process was completed by the Village through a competitive bid selection process - Replacement of Sand Loader System Main WTP (ITB No. 2021B-005 - April 15, 2021).

Within FY 2021 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved $288,386 for the Sand Loader Replacement at the Main Water Treatment Plant. As a result of the Village's ITB, the following three (3) bid proposals were received:

| **Vendor** | **Total Bid** |
|---|---|
| Boromei Construction, Inc. | $319,949 |
| Lawrence Lee Construction Services, Inc. | $327,000 |
| Florida Design Contractors | $358,621 |

After review of the three (3) bids received, the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent, the Village Attorney and the Village's consulting engineer, Eckler Engineering, have determined that Boromei Construciton, Inc. provided the lowest responsible and responsive bid. As a result, staff is recommending that the Council award this proposed contract (Task Order #271) to the lowest responsive and responsible bidder, Boromei Construction, in the amount of $319,949.

Note: The proposed bid amount submitted by Boromei Construction, Inc. ($319,949.00) is higher than the cost estimate ($218,000) by approximately 47%. The total approved budget for FY 2021 for this project is $288,386; however, staff believes that approximately $50,000.00 will be spent within the current FY 2021. Thus, the remaining funding ($270,000) to complete this project is expected to be to rolled over into the next fiscal year (FY 2022) and requested to be approved by the Village Council during the upcoming FY 2022 budget process.

If approved, the Village would accept Boromei Construction's pricing including all terms, conditions and pricing as submitted within their ITB proposal and proposed agreement. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract. An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the project is expected to take approximately 270 days (April/May 2022) to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent and the Finance Director.

The Village has not worked with the proposed vendor previously; however, the Village has received positive references from five (5) municipalities (i.e., Wauchula Hills, Cooper City, City of Dania Beach, Town of Davie and Broward County) for the proposed vendor.

**FISCAL IMPACT:**

Funding to support the proposed Sand Loader Replacement project is available within FY 2021 Budget - Water & Sewer Enterprise Fund:

| ***Allocated/Estimated Project Funding:*** | ***Amount:*** |
|---|---|

| | |
|---|---|
| FY 2020 Actual Funding - Water & Sewer Fund | $ 17,454.35 |
| FY 2021 Approved Funding - Water & Sewer Fund | $288,386.00 |
| FY 2022 Requested Funding - Water & Sewer Fund | $270,000.00 |
| **Total Allocated/Approved Budget:** | **$575,840.35** |

| ***Expected Project Costs:*** | ***Amount:*** |
|---|---|
| FY 2020 Project Cost - Actual Engineering - Water & Sewer Fund | $ 17,454.35 |
| FY 2021 Project Cost - Actual Remaining Engineering - Water & Sewer Fund | $ 23,719.65 |
| FY 2021 Project Cost - Projected Construction Cost - Water & Sewer Fund | $ 50,000.00 |
| FY 2022 Project Cost - Estimated Construction Cost - Water & Sewer Fund | $270,000.00 |
| **Total Project Request/Cost:** | **$361,174.00** |

Note: The proposed bid amount submitted by Boromei Construction, Inc. ($319,949.00) is higher than the cost estimate ($218,000) by approximately 47%. The total approved budget for FY 2021 for this project is $288,386; however, staff believes that approximately $50,000.00 will be spent within the current FY 2021. Thus, the remaining funding ($270,000) to complete this project is expected to roll over into the next fiscal year (FY 2022) and requested to be approved by the Village Council during the upcoming FY 2022 budget process.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and/or services over the term of this contract.

An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

**ATTACHMENTS:**

Proposed Agreement - Sand Loader Replacement - Boromei Construction, Inc.
Village Engineer's Recommendation of Award - Sand Loader Replacemet - ITB #2021B-005
Bid Proposal - Sand Loader Replacement - Boromei Construction, Inc.
Bid Tabulation Form - Sand Loader Replacement - ITB #2021B-005
Invitation to Bid - Sand Loader Replacement - ITB #2021B-005
Bid Plans - Sand Loader Replacement - ITB #2021B-005
Bid Specifications - Sand Loader Replacement - ITB #2021B-005
Sand Loader Replacement - CIP Form
Bid Advertisement - Lake Worth Herald

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Sand Loader System Replacement as described by the Drawings and Specifications. Generally, the work includes demolition, installation of new dense phase pneumatic conveyance system, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Replacement of Sand Loader System (Main WTP).**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Unit Price Work | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | Not Applicable | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ N/A |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General

conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages _1__ to _65__, inclusive).

6. Supplementary Conditions (pages _1__ to _10__, inclusive).

7. Specifications as listed in the table of contents of the Project Manual dated **April 1, 2020.**

8. Drawings (not attached but incorporated by reference) consisting of _28__ sheets with each sheet bearing the following general title: **Replacement of Sand Loader System (Main WTP)**, dated **April 1, 2020**.

9. Addenda (numbers ___ to ___, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages ___ to ___, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

   a. Bodily Injury:
      Each Person $500,000
      Each Accident $1,000,000
   b. Property Damage:
      Each Incident $1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

   a. Excess or Umbrella Liability
      1) General Aggregate $5,000,000
      2) Each Occurrence $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

   a. Contractor's Pollution Liability
      1) General Aggregate $2,000,000
      2) Each Occurrence $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs
   b. Eckler Engineering, Inc.

10.11 *Audit By Village*

A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or

because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | CONTRACTOR: |
|---|---|
| By: _____ | By: _____ |
| Title: Mayor | Title: _____ |
| | *(Seal)* |
| Attest: _____ | Attest: _____ |
| Title: Village Clerk | Title: Notary Public |
| Approved as to Form: _____ | |
| Title: Village Attorney | |
| Address for giving notices: | Address for giving notices: |
| 226 Cypress Lane | _____ |
| Palm Springs FL, 33461 | _____ |
| _____ | _____ |
| | License No.: _____ *(where applicable)* |

May 24, 2021
400-088.01

Mr. Paul Ward
Utilities Superintendent
Village of Palm Springs
360 Davis Road
Palm Springs, FL 33461

Dear Mr. Ward:

Reference: Recommendation of Award
Replacement of Sand Loader System (Main WTP)
Bid No. 2021B-005

The Village of Palm Springs received bids for the Replacement of Sand Loader System (Main WTP) project on Thursday, May 13, 2021 at 2:00 PM. Three (3) bids were received ranging in price from $319,949.00 to $358,621.00. The apparent low bid was submitted by Boromei Construction, Inc. of Okeechobee, FL.

The bid package submitted by the low bidder was reviewed and evaluated per the requirements of the Bid Advertisement documents as follows:

Boromei Construction, Inc.

The bid package submitted by the bidder was reviewed as the apparent low bidder. In accordance with our review and evaluation, we note the following items as incomplete or not provided in accordance with the bid documents:

1. Bidder did not provide Worker's Compensation on their insurance certificate per Section 00520 – Agreement, Article 10.10 – Insurance.

In accordance with Section 00200 – Instruction to Bidders, page 8, Article 19.01, the Owner reserves the right to waive any and all informalities not involved with price, time, or changes in the work. Based on this Specification Article, we continued the evaluation process of the bidder's qualifications and experience because insurance certificates are typically finalized once a bid is awarded.

Boromei Construction, Inc. has successfully completed numerous projects similar to the bid scope and works with both municipalities and developers. Based on submitted past performance references, they are qualified to complete this project for the bid drawings and specifications.

Based on the evaluation above, we recommend the Village exercise its right as Owner to waive the incomplete item above. Insurance coverage is usually finalized during the contract award period. Therefore, we determined this bid complete and consider Boromei Construction, Inc. the lowest responsible and responsive bidder. **Eckler Engineering recommends the award of construction contract to Boromei Construction, Inc. in the amount of $319,949.00.** This amount is greater than the Engineer's published estimate of $218,000.00.



*4700 RIVERSIDE DRIVE, SUITE 110*
*CORAL SPRINGS, FL 330367*
*954/510-4700*
*FAX 954/755-2741*

A certified bid tabulation has been attached for your review. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An “X” indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project.

If you have any questions require additional information pertaining to this recommendation of award or the project in general, please do not hesitate to contact me.

Sincerely,

Chase Dickinson

Chase Dickinson, P.E.

Encl.

Y:\Documents\Village\400-088.01 Replacement of Sand Loader System at Main WTP\Bid 2021B-005 Bid Evaluation and Recommendation of Award\Recommendation of Award.docx



*4700 RIVERSIDE DRIVE, SUITE 110*
*CORAL SPRINGS, FL 330367*
*954/510-4700*
*FAX 954/755-2741*

**BID TABULATION**
**REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)**
**VILLAGE OF PALM SPRINGS**
**400-088.01**

Bids Received: May 13th, 2021
Bid Opening: May 27th, 2021

| Bidder | 00400 | 00410 | 00430 | 00431 | 00440 | 00451 | 00452 | 00453 | 00454 | 00455 | 00456 | Qualifications (00200, 3.1 thru 3.4) | Insurance | Addenda | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Boromei Construction | X | X | X | X | X | X | X | X | X | X | X | X | INC | X | $319,949.00 |
| Lawrence Lee Construction | X | X | X | X | X | INC | X | X | X | X | X | X | X | X | $327,000.00 |
| Florida Design Contractors | X | X | X | X | X | X | X | X | X | X | X | X | X | X | $358,621.00 |

Notes:

1. Abbreviations:
   X = Necessary documents were submitted  NR = Not Received  N/A = Not Applicable  INC = Incomplete Document

Chase Dickinson

Chase Dickinson, P.E.

SURETY BONDS
RISK MANAGEMENT
CONSTRUCTION INSURANCE

NHG NIELSON HOOVER GROUP

NIELSON, HOOVER & COMPANY
COLLINSWORTH, ALTER, FOWLER & FRENCH
NHG SPECIALTY

May 13, 2021

The Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: BOROMEI CONSTRUCTION, INC.**
**Project: Replacement of Sandloader System (Water Main Treatment Plant)**

To Whom It May Concern :

This is to advise you that our office provides Performance & Payment Bonds for Boromei Construction, Inc. Their Surety is United States Fire Insurance Company, which carries an A.M. Best Rating of A XII and is listed in the department of the Treasury's Federal Register.

Based upon normal and standard underwriting at the time of the request, we will be in a position to provide Performance & Payment Bonds in the amount of $3,200,000 for single size projects and $6,500,000 total aggregate. At this time, they have $5,000,000 available. It must be understood; however, that we reserve the right to review all contractual documents prior to final commitment to issue any bonds.

Boromei Construction, Inc. is an excellent contractor and we hold them in high regard. We feel extremely confident in them and encourage you to offer them an opportunity to execute any upcoming projects.

This letter is not an assumption of liability, nor is it a bid or performance and payment bond. It is issued only as a bonding reference requested by our respected client.

Sincerely,

Joseph P. Nielson
Attorney-in-fact

**SECTION 00400**

**BID SUBMISSION CHECKLIST**

Project Name: REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)

Bid Number: 2021B-005

Bidder's Name: Boromei Construction, Inc

The following items must be submitted in the following order with your bid:

1. ☑ Completed Section 00400 - Bid Submission Checklist.
2. ☑ Completed Section 00410 - Bid Form.
3. ☑ Completed Section 00430 - Bid Bond, complete with Power of Attorney.
4. ☑ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.
5. ☑ Completed Section 00440 – Florida Trench Safety Act Certification.
6. ☑ Completed Section 00451 –Qualifications Statement.
7. ☑ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years
8. ☑ Completed Section 00453 - Non-Collusive Affidavit.
9. ☑ Completed Section 00454 - Drug-Free Workplace.
10. ☑ Completed Section 00455 - Public Entity Crimes.
11. ☑ Completed Section 00456 – Scrutinized Companies Certification Form.
12. ☑ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
14. ☑ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.
15. ☐ Signed copy of all Addenda. N/A - no Addenda Issued

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

# SECTION 00410

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Village of Palm Springs**
**226 Cypress Lane**
**Palm Springs, FL 33461**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| | | |
|---|---|---|
| 1 | Lump Sum Bid Price | $ 314,949 |
| 2 | Lump Sum Contingency Allowance | $ 5,000.00 |

**Total of Lump Sum Price** $ 319,949.00

Three hundred nineteen thousand nine hundred forty nine dollars and no cents
(written)

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project;

F. Contractor's License Number;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00400 – Bid Submission Checklist.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

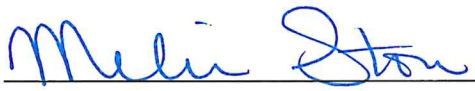
BIDDER: *[Indicate correct name of bidding entity]*

Boromei Construction, Inc

By:
*[Signature]* 

*[Printed name]* Danny Boromei

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]* 

*[Printed name]* Melissa Stone

Title: Corporate Secretary

Submittal Date: 5.13.2021

Address for giving notices:

420B NW 3rd St., Okeechobee, FL 34972

Telephone Number: 863.623.4314

Fax Number: 863.763.6337

Contact Name and e-mail address: Danny Boromei

danny@boromeiconstruction.com

Bidder's License No.: CGC1508299
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PENAL SUM FORM

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:
Boromei Construction, Inc.
420B N.W. 3rd Street
Okeechobee, FL 34972

SURETY *(Name, and Address of Principal Place of Business)*:
United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID
Bid Due Date: May 13, 2021
Description: REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)

BOND
Bond Number: Bid Bond
Date: May 13, 2021
Penal sum Five Percent of Amount Bid (Words) $ 5% of Amount Bid (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| Boromei Construction, Inc. (Seal) | United States Fire Insurance Company (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| Danny Boromei | Joseph P. Nielson |
| Print Name | Print Name |
| President | Attorney In Fact |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| Title Corporate Secretary | Title Witness |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**00927402021**

**KNOW ALL MEN BY THESE PRESENTS**: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

***Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,***
***Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci***

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars ($7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
>
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

**UNITED STATES FIRE INSURANCE COMPANY**

A. R. S.

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

**Commonwealth of Pennsylvania – Notary Seal**
**Tamara Watkins, Notary Public**
**Philadelphia County**
**My commission expires August 22, 2023**
**Commission number 1348843**

Tamara Watkins

Tamara Watkins (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 13th day of May 2021

**UNITED STATES FIRE INSURANCE COMPANY**

Al Wright, Senior Vice President

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

| | **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|---|
| (1) | Schenck Process, LLC<br>7901 NW 107th Terr.<br>Kansas City, MO 64153 | Sand loader System |
| (2) | | |
| (3) | | |
| (4) | | |
| (5) | | |
| (6) | | |
| (7) | | |

(Add additional pages as needed.)

BIDDER: Boromei Construction, Inc

By: [signature]

Name: Danny Boromei

Title: President

Date: 5.13.2021

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ 0 |
| 2. Special Shoring | $ 0 |

Identify method of compliance for Item #1: N/A

Identify or attach a copy of Special Shoring Requirements for Item #2: N/A

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Boromei Construction, Inc

By: [signature]

Name: Danny Boromei

Title: President

Sworn to and subscribed before me this 13th day of May, 2021.

[signature]
Notary Public

Notary Public State of Florida
Melissa Ann Stone
My Commission GG 159396
Expires 02/24/2022

My Commission Expires:

## QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED BY:**

   Official Name of Firm: Boromei Construction, Inc

   Address: 420-B NW 3rd St., Okeechobee, FL 34972

2. **SUBMITTED TO:** City of Palm Springs

3. **SUBMITTED FOR:**

   Owner: City of Palm Springs

   Project Name: Replacement of Sandloader System (Main WTP)

   **TYPE OF WORK:** Improvements

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Danny Boromei

   Title: President

   Phone: 863.623.4314

   Email: danny@boromeiconstruction.com


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5. **AFFILIATED COMPANIES:**

Name: None

Address: _____

_____

_____

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☑ CORPORATION

State of Organization: Florida

Date of Organization: 7.2.2004

Executive Officers:

- President: Danny Boromei
- Vice President(s): Thomas C. Close

_____

_____

- Treasurer: Sheryl Wells
- Secretary: Melissa Stone


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☐ LIMITED LIABILITY COMPANY

State of Organization: N/A

Date of Organization:

Members:

☐ JOINT VENTURE

Sate of Organization:

Date of Organization:

Form of Organization:

Joint Venture Managing Partner

- Name:
- Address:

Joint Venture Managing Partner

- Name:
- Address:

Joint Venture Managing Partner

- Name:
- Address:


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7. **LICENSING**

Jurisdiction: Florida

Type of License: General Contractor

License Number: CGC1508299

Jurisdiction: _____

Type of License: _____

License Number: _____

8. **CERTIFICATIONS** CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: South Florida Water Management District

Other (_____): _____

9. **BONDING INFORMATION**

Bonding Company: United States Fire Insurance Company

Address: 305 Madison Ave., Morristown, NJ 07960

Bonding Agent: Nielson, Hoover and Company

Address: 8000 Governors Square Blvd., Miami Lakes, FL

Contact Name: Kristi Messel

Phone: 305.722.2679

Aggregate Bonding Capacity: $6,500,000.00

Available Bonding Capacity as of date of this submittal: $5,000,000.00


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*__NOTE:__ AN __AFFIDAVIT__ WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: Centerstate Bank

Address: 2100 South Parrott Ave.

Okeechobee, FL 34974

Account Manager: Tabitha Trent

Phone: 863.763.5573

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Danny Boromei

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years. See attached OSHA 300 for Boromi. We were with a leasing company prior to 2019.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

None

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | | |
|---|---|---|---|---|
| YEAR | 2020 | EMR | .86 | *Used a leasing company prior to 2019 |
| YEAR | 2019 | EMR | .89 | |
| YEAR | | EMR | | |
| YEAR | | EMR | | |
| YEAR | | EMR | | |

Total Recordable Frequency Rate (TRFR) for the last 5 years: *Used a leasing company prior to 2019

| | | | |
|---|---|---|---|
| YEAR | 2020 | TRFR | 0 |
| YEAR | 2019 | TRFR | 0 |
| YEAR | | TRFR | |
| YEAR | | TRFR | |
| YEAR | | TRFR | |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | 2020 | TOTAL NUMBER OF MAN-HOURS | 1798 |
| YEAR | 2019 | TOTAL NUMBER OF MAN-HOURS | 1402 |
| YEAR | | TOTAL NUMBER OF MAN-HOURS | |
| YEAR | | TOTAL NUMBER OF MAN-HOURS | |
| YEAR | | TOTAL NUMBER OF MAN-HOURS | |

*Used a leasing company prior to 2019.

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | | |
|---|---|---|---|---|
| YEAR | 2020 | DART | 0 | *Used a leasing company prior to 2019 |
| YEAR | 2019 | DART | 0 | |
| YEAR | | DART | | |
| YEAR | | DART | | |
| YEAR | | DART | | |

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Boromei Construction, Inc

BY: [signature]

TITLE: President

DATED: 5.13.2021

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 13th DAY OF May, 2021

[signature]

Notary Public State of Florida
Melissa Ann Stone
My Commission GG 159396
Expires 02/24/2022

NOTARY PUBLIC - STATE OF Florida

MY COMMISSION EXPIRES:

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Westport WRF Headworks Improvements | Name: Kenneth Stecher<br>Address: 18500 Murdock Circle, Port Charlotte, FL;<br>Telephone: 941.764.4323 | Name: Richard Michael<br>Company: Stantec<br>Telephone: | 9.15.2020 | Utilities Improvements | Open | $786,345.00 |
| Sebastian Inlet State Park Cove Swimming Area Restroom | Name: Bill Brown<br>Address: 3900 Commonwealth Blvd. Tallahasse, FL<br>Telephone: 407.553.4365 | Name: N/A<br>Company:<br>Telephone: | 2.11.2021 | New Construction | Open | $427,032.00 |
| Trap Line Bunker Modifications - Palm Beach Shooting Range | Name: Dean Stoddart<br>Address: 1875 Orange Ave. East, Tallahassee, FL<br>Telephone: 850.413.8025 | Name: N/A<br>Company:<br>Telephone: | 3.24.2021 | Modifications | Open | $386,801.00 |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Furnish and Install Prefabricated Restroom | Name: City of Mount Dora<br>Address: 510 N. Baker St., Mount Dora, FL<br>Telephone: 352.901.7805 | Name: N/A<br>Company:<br>Telephone: | December 2019 | New Construction | Complete | $117,195.00 |
| Construction of Four Pickleball Courts | Name: City of Coral Springs<br>Address: 9500 West Sample Rd., Coral Springs, FL<br>Telephone: 954.344.1839 | Name: N/A<br>Company:<br>Telephone: | March 2020 | New Construction | Complete | $102,769.95 |
| Crew Siding Replacement | Name: FL Fish and Wildlife Conservation Commission<br>Address: 620 S. Meridian St., Tallahassee, FL<br>Telephone: 352.685.6195 | Name: N/A<br>Company:<br>Telephone: | June 2020 | Renovation | Complete | $107,738.00 |
| Bonnie Brook Pump Station Retrofit | Name: Orange County<br>Address: 400 E. South St., Orlando, FL<br>Telephone: 407.836.7743 | Name: Brian Seecharan<br>Company: CDM Smith<br>Telephone: 772.231.4301 | February 2020 | Utilities | Complete | $230,301.23 |
| Gateway Entry Feature Sign | Name: City of Cocoa<br>Address: 65 Stone St., Cocoa, FL<br>Telephone: 321.433.8776 | Name: John Zwick<br>Company: Architects RZK<br>Telephone: 321.631.8039 | October 2019 | New Construction | Complete | $171,639.15 |
| Unit 15 Improvements at the Fort Pierce State Farmers Market | Name: FL Dept of Agriculture and Consumer Services<br>Address: 407 South Calhoun St., Tallahassee, FL<br>Telephone: 850.617.7076 | Name: N/A<br>Company:<br>Telephone: | September 2019 | Renovation | Complete | $110,408.47 |
| WWTP Electrical Room Hardening | Name: City of Stuart<br>Address: 121 SW Flagler Ave., Stuart, FL<br>Telephone: 772.221.4700 | Name: Andrea Carpenter<br>Company: Kimley-Horn<br>Telephone: 561.845.0665 | November 2019 | Renovation/New | Complete | $468,157.61 |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| San Lucie Basin 2B Construction of Driveways | Name: St Lucie County<br>Address: 2300 Virginia Ave., Fort Pierce, FL<br>Telephone: 772.462.2767 | Name:<br>Company: Engineering, Design and Construction<br>Telephone: 772.462.2455 | October 2019 | Renovation | Closed | $244,929.97 |
| Softball Dugout Renovation | Name: Charlotte County<br>Address: 18500 Murdock Circle, Port Charlotte, FL<br>Telephone: 941.613.3238 | Name: David Burdwood<br>Company: C. Alan Anderson Architect<br>Telephone: 941.929.0329 | June 2019 | Renovations | Closed | $244,929.97 |
| Purchasing Warehouse Pipe Storage Facility | Name: Toho Water Authority<br>Address: 1628 S. John Young Pkwy., Kissimmee, FL<br>Telephone: 407.944.5000 | Name: Bartt Booz<br>Company: Wright-Pierce<br>Telephone: 407.710.2214 | July 2019 | New Construction | Closed | $237,500.00 |
| Torry Island Sanitary Sewer Improvements | Name: City of Belle Glade<br>Address: 110 Dr. Martin Luther King Jr Blvd West, Belle Glade, FL<br>Telephone: 561.992.1610 | Name: Jim Orth<br>Company: Craig A Smith<br>Telephone: 561.314.4445 | September 2018 | Sewer Improvements | Closed | $1,630,631.25 |
| Wauchula Hills WTP Headworks Improvements | Name: Hardee County<br>Address: 205 Hanchey Rd., Wauchula, FL<br>Telephone: 863.773.0322 | Name: Greg Giarratana<br>Company: Craig A Smith<br>Telephone: 561.314.4445 | August 2018 | Utilities Improvements | Closed | $332,336.00 |
| Clewiston Police Department Renovation | Name: City of Clewiston<br>Address: 115 West Ventura Ave., Clewiston, FL<br>Telephone: 863.983.1474 | Name: Mike Walkowski<br>Company: CPZ Architects<br>Telephone: 954.792.8525 | July 2018 | Renovation | Closed | $444,133.57 |
| City Hall Door Replacement | Name: City of Okeechobee<br>Address: 55 SE 3rd Ave., Okeechobee, FL<br>Telephone: 863.763.3372 | Name: N/A<br>Company:<br>Telephone: | August 2018 | Renovation | Closed | $35,865.00 |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| Lift Stations 21 and 24 Bypass Pump Improvements | Name: City of Clewiston<br>Address: 115 West Ventura Ave. Clewiston, FL<br>Telephone: 863.983.1484 | Name: Bill Saum<br>Company: Johnson Engineering<br>Telephone:239.209.2429 | 6.16.2020 | Utilities Improvements | Complete | $118,460.00 |
| Moss Pilot Project | Name: Indian Trail Improvements District<br>Address: 13476 61st St. N, West Palm Beach, FL<br>Telephone: 561.815.9950 | Name: Kyle Grandusky<br>Company:Stormwater J Engineering<br>Telephone: 561.386.8219 | 5.29.2020 | Utilities Improvements | Complete | $463,676.00 |
| Data Flow System and Tower Replacement | Name: Indian River County<br>Address: 1801 27th St., Vero Beach, FL<br>Telephone:772.226.1416 | Name: N/A<br>Company:<br>Telephone: | 9.15.2021 | Controls Improvements | Complete | $109,663.00 |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| 2007 Wacker Compactor DPU6055/Plate Tamp | Unknown | Fair | $5,000.00 |
| 2011 Wacker Compactor BPU4045A/Plate Tamp | Unknown | Fair | $4,000.00 |
| 2010 Wacker Compactor BPU3050A/Plate Tamp | Unknown | Fair | $4,000.00 |
| 2004 Kubota Mini Excavator | Unknown | Fair | $2,500.00 |
| 2016 Kubota Mini Excavator | Unknown | Fair | $3,000.00 |
| 2007 Bobcat T250 Skid Loader | Unknown | Fair | $5,000.00 |
| 2000 John Deere 444 Loader | Unknown | Fair | $10,000.00 |
| 2011 Dooson RX264H Jumping Jack | Unknown | Fair | $1,000.00 |
| 7 Foot Six Way Dozer Blade | Unknown | Fair | $700.00 |
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**CORPORATE RESOLUTION**

**BOROMEI CONSTRUCTION, INC.**

RESOLUTION GRANTING SIGNING AND AUTHORITY TO CONDUCT BUSINESS

WHEREAS, BOROMEI CONSTRUCTION, INC. desires to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors is hereby authorized and approved to grant signing and authority to conduct business to any one of the following person(s):

DANNY L. BOROMEI

The foregoing signing and authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.
The undersigned hereby certifies that she is the duly elected and qualified Secretary and the custodian of the books and records and seal of BOROMEI CONSTRUCTION, INC, a corporation duly formed pursuant to the laws of the state of Florida and that the foregoing is a true record of a resolution duly adopted at a meeting of the Board of Directors and that said meeting was held in accordance with state law and the Bylaws of the above-named Corporation on January 2, 2019, and that said resolution is now in full force and effect without modification or rescission.

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 2nd day of January, 2019.

MELISSA A. STONE, Secretary

Boromei Construction

# DANNY BOROMEI, President/ Project Manager

**PROFESSIONAL LICENSES AND REGISTRATIONS**
Certified General Contractor, State of Florida, CGC 1508299

State of Florida Department of Environmental Protection Qualified Stormwater Management Inspector Number: 20834

**EDUCATION**
High School Diploma Year Earned: 1985

Naval Aviation Academy Year Earned: 1993

Continuing Education Courses in Construction Industry Safety and Management

**CERTIFICATIONS**
30-Hour OSHA Hazard Recognition Training for the Construction Industry – 2015

10-Hour OSHA Construction Safety & Health

**TECHNICAL COURSES**
Florida Stormwater Regulations for Contractors

Project Management Workshops

**YEARS EXPERIENCE** 25+

## TECHNICAL EXPERTISE

Mr. Boromei has over 25 years of professional experience in construction, project management and quality control. Throughout his career he has demonstrated his skills in various roles including: Construction and Project Management, including Cost Control and Quality Assurance. Mr. Boromei's contributions have lead to the successful, safe and timely completion of our client projects.

## EXPERIENCE HIGHLIGHTS - (Completed as President/Project Manager for Boromei Construction, Inc.)

- Stuart WWTP Electrical Room Hardening – Construction of a CMU building around an existing electrical room and installation of a metal roof. Replace metal roof on an existing metal building. Completed in May 2020
- Softball Dugout Renovations – Project Manager. Project included installation of sun shades, dugouts and electrical rooms at three softball fields located at Harold Avenue Park. Completed in January 2020.
- Toho Water Authority Purchasing Warehouse Pipe Storage Facility – Project Manager. Furnish and erect a prefabricated building along with associated site work. Completed in December 2019.
- City of Belle Glade Torry Island Sanitary Sewer Improvements – Project Manager. Installation of sanitary sewer, electrical and water service upgrades at campground. Completed September 2019.
- City of Clewiston Police Department Building Renovation – Project Manager. Renovations to one story building including selective demolition, drywall, ceiling tiles, painting, plumbing, HVAC and electric. Completed June 2019.
- Hardee County Wauchula Hills WWTP PTF Headworks Improvements – Project Manager. Install one headworks influent bar screen along with dumpster concrete pads with gravity sewer drains. Completed February 2019.
- City of Okeechobee City Hall Door Replacement – Project Manager. Replacement of storefront doors at the City Hall. Completed December 2018.

Phone 863.623.4314
Fax 863.763.6337

420B NW 3rd Street
Okeechobee, FL 34972

## EXPERIENCE HIGHLIGHTS – (Completed as Vice President/Project Manager of Close Construction, LLC)

- Okeechobee County Score Tower and Dugouts – Vice President/Project Manager. Replace metal roofs on score tower and eight dugouts. Completed in December 2018.

- Little League Concession Stand – Vice President. Demolish and reconstruct a two story concession stand including electric, plumbing, framing, roofing and siding. Completed in November 2017.

- Sarasota County Batters Eye – Vice President. Repair damage to Batters Eye due to Hurricane Irma. Completed in February 2018.

- Douglas Brown Community Center Lift Station Improvements – Project Manager. Replace the existing sanitary sewer septic system that serves the Douglas Brown Community Center with a proposed pump station that meets current construction standards. Completed February 2018.

- St. Lucie County Administration Building Drainage Connections – Project Manager. Drainage improvements including remove and dispose of existing outlets and concrete, installation of 3 new FDOT inlets, 18" RCP, pavement and restoration. Completed September 2017.

- Hollywood WTP Electrical Reliability Improvements – Project Manager. Construction of a vertical annex building to house redundant electrical equipment. Completed January 2017.

- Three Island Reuse Irrigation Project – Project Manager. Consist of approximately 3775 LF of new pressurized reuse irrigation main, and 10" DIPS HDPE DR9 to be installed via horizontal directional drilling. Completed April 2018.

- Gumbo Limbo Nature Center Phase I Boardwalk and Observation Tower – Project Manager. Demolition of existing boardwalk and observation tower. Installation of a new boardwalk and landscaping.

- PC South Algal Nutrient Removal Facility, Indian River County, Florida – Project Manager. Construction of an algal nutrient removal facility, storm water pumping stations, force mains, and associated peripheral systems. Completion: January 2015.

- Lake Holden Alum Treatment System Upgrades, Orlando, Florida – Project Manager. Upgrades to an Alum Treatment System including replacement of existing flow meters, control panels and pumps and included telemetry devices to convey flow rates wirelessly. Completed: March 2014

- West Dearborn Low Impact Development Storm Water Pilot Project, Sarasota, Florida – Project Manager. Construction of bio-detention/bio-retention systems, storm water piping and structures, irrigation and landscape, and miscellaneous streetscape items. Project included construction of pervious parking, sidewalks, permeable pavers, clearing and grubbing, pavement and sidewalk removal, excavation, grading and compaction, curbing, erosion and pollution control, pavement striping, and signage. Completed: February, 2014.

- Town of Hillsboro Beach Water Treatment Plant Improvements – Project Manager. Improvements to an existing Water Treatment Plant including construction of a chemical building and an electrical building. Completed in August 2013.

- Storm water System Improvements WM003 – St. Lucie West Services District, St. Lucie, Florida - Project Manager. Upgrades to existing storm water system, including, but not limited to, stilling wells, water level sensors, concrete structures, pipes, headwalls, slide gates, electric, control panels, RTU's, actuator motors, excavation, site work, and restoration. Completed: February, 2013.

- GT Lohmeyer Wastewater Treatment Plant – Project Manager. Removal and replacement of liquid oxygen tanks, public address system, grit classifiers; various concrete repairs, dewatering building concrete and odor control instrumentation. Completed in June 2012.

- Lakes Park Water Quality Restoration Project, Lee County, Florida - Project Manager. Construction of rock/soil peninsulas within the East and West Lakes at Lakes Regional Park, creating a serpentine flow way with extensive associated littoral zones and upland areas planted with appropriate vegetation to enhance nutrient removal from the water and provide wildlife habitat. Included clearing and grubbing, temporary access road with water crossing and turbidity monitoring throughout the project. Completed: December, 2012.

- Powell Creek Preserve Filter Marsh and Hydrologic Restoration, Lee County, Florida – Project Manager. Construction of 19-acre wetland filter marsh on existing undeveloped site. Work included clearing and grubbing, excavation and removal offsite of 143,049 CY of excess fill, grading, construction of trails/maintenance berms, installation of control structures, wet well, pumps, controls, fencing, storm water inlets, rip rap, manholes, and stabilized low flow crossing of Powell Creek. Extensive dewatering, erosion/sediment control was required in an environmentally sensitive location. Completed: September, 2012.

- Centerstate Bank, Okeechobee Branch - Project Manager. Construction of a 6200 SF bank including offices, teller line, work areas, self serve walk in vault of safety deposit boxes and a grand lobby area with a fully functional fireplace. Completed March 2012.

- G435 Pump Station – Project Manager. Construction of a new pump station including controls and automation; traveling bridge crane; traveling trash racks and integration into SCADA system; CMU structure; mechanical; electrical; plumbing. Completed in December 2011

- S-59 Concrete Repairs – Project Manager. Repairs to S-59 concrete spillway for South Florida Water Management District. Project was completed in June 2011.

- S-63 Concrete Repairs – Project Manager. Repairs to S-63 concrete spillway for South Florida Water Management District. Project was completed in June 2011.

- Indian River Estates Alum Facility, St. Lucie County, Florida – Project Manager. Construction and installation of a 5,025 gallon aluminum sulfate storage, two chemical metering pump skids each with two pumps on them, an eyewash shower and all piping, concrete labor and appurtenances. Completed: September 2009.

- Area 11A Reclaim Booster Pump Station, City of Delray Beach, Florida Project Manager. Installation of (2) horizontal split case pumps, RTU, instrumentation, electrical upgrades, and tie-in all new components to existing reclaimed water piping. Completed: August, 2009.

- Indian River Estates Storm water Improvements and Pump Station, St. Lucie County, Florida – Project Manager. The project entailed several storm water improvements in the Indian River Estates area and the Savannahs Preserve State Park in Port St. Lucie, Florida. It involved the construction of a pump station including (4) four Axial flow pumps. The pump station was housed within a CBS structure. It also included the construction of a 16-acre primary retention pond, 6,000 linear feet of levee, access road, outfall structure and overflow control structure. Completed: January, 2009.

- Platt's Creek Stormwater Treatment Alum Facility, St. Lucie County, Florida – Project Manager. Installation of six alum injection pumps, tank and prefab building, and associated site work. Competed: August 2008.

- Ridgway Acres Subdivision, Okeechobee County, Florida – Project Manager. Developed a 60-acre residential subdivision. Work included clearing, earthwork, installation of underground utilities, roadway, and drainage system consisting of two retention lakes and drainage outfall structures. Completed February, 2007.

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 0 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

## Establishment information

Your establishment name Boromei Construction, Inc.

Street 420B NW 3rd Street

City Okeechobee State Florida Zip 34972

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 9 0 0 and 236220

## Employment information

Annual average number of employees 1

Total hours worked by all employees last year 1402

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Sheryl L Wells
Company executive

Treasurer
Title

863.623.4214
Phone

2.28.2020
Date

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Boromei Construction, Inc.

City: Okeechobee State: Florida

| Identify the person | | | Describe the case | | | Classify the case | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | | | (M) | | | | | |
| | | | | | | Death | Days away from work | Remained at work | | Away From Work (days) | On job transfer or restriction (days) | Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
| | | | | | | | | Job transfer or restriction | Other record-able cases | | | | | | | | |
| | | | | | | (G) | (H) | (I) | (J) | (K) | (L) | (1) | (2) | (3) | (4) | (5) | (6) |
| | NONE | | | | | | | | | | | | | | | | |
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| | | | | | Page totals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



| Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |

# OSHA's Form 301
# Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Sheryl L Wells

Title Treasurer

Phone 863.623.4314 Date 2.28.2020

## Information about the employee

1) Full Name NONE

2) Street _____

City _____ State _____ Zip _____

3) Date of birth _____

4) Date hired _____

5) ☐ Male
☐ Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional

_____

_____

7) If treatment was given away from the worksite, where was it given?

Facility _____

Street _____

City _____ State _____ Zip _____

8) Was employee treated in an emergency room?
☐ Yes
☐ No

9) Was employee hospitalized overnight as an in-patient?
☐ Yes
☐ No

## Information about the case

10) Case number from the Log _____ *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness _____

12) Time employee began work _____ AM/PM

13) Time of event _____ AM/PM ☐ Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirely. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

### Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

### Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

### Injury and Illness Types

| Total number of... | (M) | | (M) |
|---|---|---|---|
| (1) Injury | 0 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

### Establishment information

Your establishment name: Boromei Construction, Inc.

Street: 420B NW 3rd Street

City: Okeechobee State: Florida Zip: 34972

Industry description (e.g., Manufacture of motor truck trailers)
General Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 9 0 0 and 236220

### Employment information

Annual average number of employees: 1

Total hours worked by all employees last year: 1796

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Sheryl L Wells
Company executive

Treasurer
Title

863.623.4214
Phone

2.26.2021
Date

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2020

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Boromei Construction, Inc.

City: Okeechobee State: Florida

| Identify the person | | | | Describe the case | | Classify the case | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | |
| | | | | | | Death | Days away from work | Remained at work | | Away From Work (days) | On job transfer or restriction (days) | (M) Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
| | | | | | | | | Job transfer or restriction | Other record-able cases | | | | | | | | |
| | | | | | | (G) | (H) | (I) | (J) | (K) | (L) | (1) | (2) | (3) | (4) | (5) | (6) |
| | NONE | | | | | | | | | | | | | | | | |
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Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

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| Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |

# OSHA's Form 301
# Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

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According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Sheryl L Wells
Title Treasurer
Phone 863.623.4314 Date 2.28.2020

**Information about the employee**

1) Full Name NONE
2) Street _____
City _____ State _____ Zip _____
3) Date of birth _____
4) Date hired _____
5) ☐ Male ☐ Female

**Information about the physician or other health care professional**

6) Name of physician or other health care professional _____
7) If treatment was given away from the worksite, where was it given?
Facility _____
Street _____
City _____ State _____ Zip _____
8) Was employee treated in an emergency room? ☐ Yes ☐ No
9) Was employee hospitalized overnight as an in-patient? ☐ Yes ☐ No

**Information about the case**

10) Case number from the Log _____ *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness _____
12) Time employee began work _____ AM/PM
13) Time of event _____ AM/PM ☐ Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

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**2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT**

DOCUMENT# P04000099841

**Entity Name:** BOROMEI CONSTRUCTION INC.

**Current Principal Place of Business:**

420B NW 3RD STREET
OKEECHOBEE, FL 34972

**Current Mailing Address:**

420B NW 3RD STREET
OKEECHOBEE, FL 34972 US

**FEI Number: 20-1321621**

**FILED**
**Mar 10, 2020**
**Secretary of State**
**3165734252CC**

**Certificate of Status Desired:** No

**Name and Address of Current Registered Agent:**

BOROMEI, DANNY LJR
881 SW 128TH AVENUE
OKEECHOBEE, FL 34974 US

*The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.*

SIGNATURE:

Electronic Signature of Registered Agent — Date

**Officer/Director Detail :**

| | | | |
|---|---|---|---|
| Title | P | Title | VP |
| Name | BOROMEI, DANNY LJR | Name | CLOSE, THOMAS C |
| Address | 881 SW 128TH AVENUE | Address | 305 NW 4TH AVENUE |
| City-State-Zip: | OKEECHOBEE FL 34974 | City-State-Zip: | OKEECHOBEE FL 34972 |
| Title | SECRETARY | Title | TREASURER |
| Name | STONE, MELISSA | Name | WELLS, SHERYL L |
| Address | 305 NW 4TH AVENUE | Address | 305 NW 4TH AVENUE |
| City-State-Zip: | OKEECHOBEE FL 34972 | City-State-Zip: | OKEECHOBEE FL 34972 |

*I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.*

SIGNATURE: DANNY L. BOROMEI PRESIDENT 03/10/2020

Electronic Signature of Signing Officer/Director Detail — Date

Ron DeSantis, Governor

Halsey Beshears, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## BOROMEI, DANNY LOWRY

BOROMEI CONSTRUCTION INC
881 SW 128TH AVE
OKEECHOBEE FL 34974

**LICENSE NUMBER: CGC1508299**

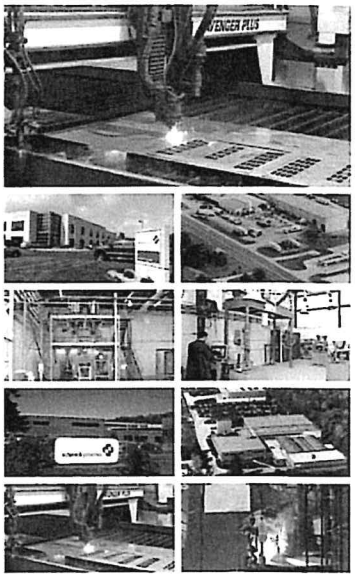
**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

# Schenck Process LLC in brief



By integrating the former companies Mac Process, Schenck AccuRate, Stock Equipment and Raymond Bartlett Snow resulted in the combined operation of Schenck Process LLC headquartered in Kansas City, Missouri. The combination of those entities enables the company to deliver a unified process solution in pneumatic conveying, weighing, feeding, dust collection, screening, calcining, pulverizing, size reduction and air classification. With ISO 9001 manufacturing operations located in North America along with a dedicated team of sales, engineering and project management the company is able to provide quality systems in bulk material handling to customers throughout the world.

Schenck Process LLC is a leading supplier of bulk material handling systems to a wide range of industries covering aggregates, cement, chemical, food, grain, gypsum, pet food, lime, plastics, mining, power and steel. Whether we are screening tons of coal or feeding small amounts of food additives, our experienced staff will work with you to select the most appropriate, cost-effective and energy efficient technology for your process.

Our project management and process controls group have successfully executed hundreds of turnkey, global, fully integrated process systems projects for some of the best known brands throughout the world. With a global infrastructure in 22 countries on five continents, more than 2,500 employees at 33+ locations, 130+ territorial agencies, 22 assembly facilities, and field service technicians, we can deliver project management on a supply only or turnkey basis.

Three state-of-the-art North American test labs are also available as a service to customers for simulating loss-in-weight feeding, refilling, weighing, dilute and dense phase conveying, milling, calcining, pulverizing and air filtration. Each test helps to confirm the configured design meets the most efficient, economical method of processing the customer's material ahead of time.

## Brochures

Schenck Process Capabilities

## Specials

Dust collection technical handbook

request →

Boromei Construction

# SIMILAR PROJECTS/REFERENCES

1. **Project Name:** Wauchula Hills WWTP
   **Owner:** Hardee County Purchasing Dept.
   205 Hanchey Road
   Wauchula, FL 33873
   **Engineer:** Craig A. Smith & Associates
   7777 Glades Rd Ste. 410
   Boca Raton, FL 33434
   **Contact:** Greg Giarratana
   **Phone:** 561.314.4445
   **Email:** ggiarratana@craigasmith.com
   **Description:** Installation of (1) one headworks influent bar screen, one small dumpster concrete slab with 6-inch gravity sewer drain line that connects into the sites existing sewer collection system and one large concrete slab with a 6-inch diameter drain line that connects into the onsite gravity sewer collection system.
   **Contract Duration:** August 2018 to February 2019
   **Final Contract:** $332,336.00

2. **Project Name:** Rehabilitation of WWTU #3
   **Owner:** City of Cooper City
   11791 SW 49th Street
   Cooper City, FL 33329
   **Contact:** Michael Bailey, Director of Utilities
   **Phone:** 954.434.5519
   **Email:** mbailey@coopercityfl.org
   **Description:** Replace air header and catwalk, Replace all weirs with new aluminum weirs, Replace bar screens with new stainless, install new scum through, Install two new skimmer arms.
   **Contract Duration:** February 2015 to August 2015
   **Final Contract:** $329,644.00

3. **Project Name:** Lime Softening Plant Rehabilitation – Repair (2) Accelators
   **Owner:** City of Dania Beach
   100 West Dania Beach Blvd.
   Dania Beach, FL 33004
   **Engineer:** Fred Bloetscher, P.E.
   Public Utility Management & Planning Services, Inc.
   P. O. Box 221890
   Hollywood, FL 33022-1890
   **Contact:** Fred Bleotscher
   **Phone:** (239) 250-2423
   **Description:** Accelator repairs, replacement of catwalks, steel structures, motors and appurtenances.
   **Contract Duration:** July 2013 to January 2014
   **Final Contract:** $840,393.00

4. **Project Name:** Filter Rehabilitation
   **Owner:** Town of Davie
   Utilities Department
   6591 Orange Drive
   Davie, FL 33314
   **Engineer:** Calvin, Giordano & Associates
   1800 Eller Drive, Suite 600
   Fort Lauderdale, FL 33316
   **Contact:** Rick DeRosia
   **Phone:** 954.921.7781
   **Email:** rderosia@gcasolutions.com
   **Description:** Furnish and install complete filter rehabilitation system
   **Contract Duration:** August 2014 to November, 2014
   **Finial Contract:** $226,870.00

5. **Project Name:** Silo Air Dust Collector
   **Owner:** Broward County
   **Address:** 115 S. Andrews Ave.
   Fort Lauderdale, FL
   **Contact:** Nestor Berrios
   **Phone:** 954.831.0728
   **Email:** nberrios@broward.org
   **Description:** Furnish and install (1) new silo top bin air dust collector unit, (4) new light fixtures and (2) new level sensors.
   **Contract Duration:** July 2019 to October 2019
   **Final Contract:** $118,491.00

Boromei Construction, Inc.

## Income Statement

*For 12 Months Ending December 2020*

---

**Operating Income**

| | | |
|---|---|---|
| Contract Income | $2,371,826.74 | |
| **Total Operating Income:** | | **$2,371,826.74** |

**Direct Expense**

| | | |
|---|---|---|
| Material | 388,587.61 | |
| Equipment | 74,776.92 | |
| Subcontractors | 1,221,526.14 | |
| Other Job Expense | 88,625.60 | |
| Direct Labor | 75,457.85 | |
| D/L Payroll Taxes | 5,899.72 | |
| D/L Workers Compensation | 6,321.58 | |
| D/L Liability Insurance | 4,993.29 | |
| **Total Direct Expense:** | **1,866,188.71** | |
| **Total Direct & Equip/Shop Expense:** | | **1,866,188.71** |
| **Gross Profit:** | | **505,638.03** |

**Overhead Expense**

| | |
|---|---|
| Rent | 4,980.90 |
| Utilities | 702.07 |
| Telephone | 2,150.36 |
| Postage & Freight | 535.42 |
| Advertising & Promotion | 36.34 |
| Charity / Donations | 1,000.00 |
| Travel | 756.88 |
| Dues & Subscriptions | 150.00 |
| Continuing Education | 149.00 |
| Computer supplies & maint. | 204.00 |
| Maintenance & Repair | 1,212.11 |
| General Insurance | 4,557.43 |
| Taxes & Licenses | 72,118.90 |
| Fees | 253.16 |

Continued...

| | | |
|---|---|---|
| Office Expense | 2,878.77 | |
| Bidding & Misc. | 356.04 | |
| Auto / Equipment | 59,042.23 | |
| **Total Overhead Expense:** | **151,083.61** | |
| **Administrative Expense** | | |
| Admin Salaries | 17,292.20 | |
| Admin Payroll Taxes | 1,426.92 | |
| Admin Workers Compensation | 1,393.83 | |
| Admin Liability Insurance | 1,148.06 | |
| **Total Administrative Expense:** | **21,261.01** | |
| **Total Indirect Expense:** | | **172,344.62** |
| **Income from Operations:** | | **333,293.41** |
| **Net Income Before Tax:** | | **333,293.41** |
| **After Tax Expense** | | |
| Tax Penalties | 598.36 | |
| **Total After Tax Expense:** | | **598.36** |
| **Net Income:** | | **$332,695.05** |

Boromei Construction, Inc.

Balance Sheet

*Period 12 At December 2020*

## Assets

**Current Assets**

| | | |
|---|---|---|
| Main Checking-CenterState | $498,637.58 | |
| Checking-CenterState (Use for Taxes) | 9,972.00 | |
| Contract Receivables | 406,790.40 | |
| Other Receivables | 453.00 | |
| Costs in Excess of Billings | 166,121.00 | |
| **Total Current Assets:** | | **$1,081,973.98** |
| **Net Long Term Assets:** | | **0.00** |

**Other Assets**

| | | |
|---|---|---|
| Land-Lot #5 - Basswood | 3,250.00 | |
| Land-Lot #6 - Basswood | 3,250.00 | |
| **Total Other Assets:** | | **6,500.00** |
| **Total Assets:** | | **$1,088,473.98** |

## Liabilities

**Current Liabilities**

| | |
|---|---|
| Trade Accounts Payable | 331,454.12 |
| Deferred Income Tax | 55,391.00 |
| Other Trade Payables | (72,571.00) |
| Billings in Excess of Revenues | 107,715.00 |
| Capital One | 539.84 |
| FICA/FIT Payable | (100.70) |
| FL Suta Taxes Payable | 44.80 |
| Workers' Compensation Payable | (314.60) |
| FUTA Payable | 84.00 |
| Income Taxes Payable | 84,868.96 |
| PPP Loan Payable | 18,957.00 |

Continued...

| | | |
|---|---|---|
| **Total Current Liabilities:** | | **526,068.42** |
| **Long Term Liabilities** | | |
| Note Payable - D L Boromei | 19,849.96 | |
| **Total Long Term Liabilities:** | | **19,849.96** |
| **Total Liabilities:** | | **545,918.38** |

## Equity

| | | |
|---|---|---|
| **Equity/Capital** | | |
| Paid in Capital | 26,444.64 | |
| Common Stock | 6,500.00 | |
| Retained Earnings | 176,915.91 | |
| **Subtotal Equity/Capital:** | **209,860.55** | |
| **Current Profit (Loss):** | **332,695.05** | |
| **Total Equity/Capital:** | | **542,555.60** |
| **Total Liabilities + Equity:** | | **$1,088,473.98** |

BOROMEI CONSTRUCTION, INC.

BALANCE SHEETS

December 31, 2019 and 2018

## ASSETS

| | 2019 | 2018 |
|---|---|---|
| Current assets: | | |
| Cash | $ 131,966 | $ 77,814 |
| Accounts Receivable - Progress billings | 269,729 | 219,228 |
| Other accounts receivable | 65,063 | |
| Costs and estimated earnings in excess of billings on uncompleted contracts | 145,354 | 223,736 |
| Prepaid workers comp insurance | 2,948 | |
| Total current assets | 615,060 | 520,778 |
| Property and equipment: | | |
| Construction equipment | 7,000 | - |
| Less: Accumulated depreciation | (350) | - |
| Net property and equipment | 6,650 | - |
| Other assets: | | |
| Land - Lot #5 - Basswood | 22,242 | 3,250 |
| Land - Lot #6 - Basswood | 18,460 | 3,250 |
| | 40,702 | 6,500 |
| Total assets | $ 662,412 | $ 527,278 |

BOROMEI CONSTRUCTION, INC.

BALANCE SHEETS

December 31, 2019 and 2018

## LIABILITIES AND STOCKHOLDER'S EQUITY

| | 2019 | 2018 |
|---|---|---|
| Current liabilities: | | |
| Accounts payable, trade | $ 241,013 | $ 178,749 |
| Accrued liabilities | 86 | 1,887 |
| Income tax payable | 66,193 | 512 |
| Billings in excess of costs and estimated earnings | 15,695 | |
| Deferred income taxes | 24,136 | 68,944 |
| Notes payable - Officers | 19,850 | 47,531 |
| Total current liabilities | 366,973 | 297,623 |
| Total liabilities | 366,973 | 297,623 |
| Stockholder's equity: | | |
| Common stock, $65 par value, authorized, issued and outstanding 100 shares | 6,500 | 6,500 |
| Additional paid-in capital | 10,000 | 10,000 |
| Retained earnings | 278,939 | 213,155 |
| Total stockholder's equity | 295,439 | 229,655 |
| | $ 662,412 | $ 527,278 |

See independent accountant's review report and notes to financial statements

Boromei Construction

# INSURANCE STATEMENT

We are in the process of renewing our worker's compensation policy and if awarded the project we certify that we will have the required insurance in place meeting the requirements of Section 00520 – Agreement Article 10.10 prior to issuance of Contract.

Signed By: _____
Danny Boromei, President

Dated: May 13, 2021

Phone 863.623.4314
Fax 863.763.6337

420B NW 3rd Street
Okeechobee, FL 34972

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2021

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| PRODUCER | CONTACT NAME: Melissa Ferrell | |
|---|---|---|
| Pritchards & Associates, Inc<br>1802 S Parrott Ave<br>Okeechobee FL 34974 | PHONE (A/C, No, Ext): 8637637711 | FAX (A/C, No): |
| | E-MAIL ADDRESS: mferrell@pritchardsinc.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A : SOUTHERN-OWNERS INS CO | 10190 |
| INSURED<br>Boromei Construction Inc<br>420B Nw 3Rd St<br>Okeechobee, FL, 34972-4129 | INSURER B : AUTO OWNERS INS CO | 18988 |
| | INSURER C : Capitol Specialty Insurance Corporation | 10328 |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>[X] XCU Included<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[X] OTHER: Hired & Non-owned auto | | | 72744569 | 04/01/2021 | 04/01/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Hired & Non-owned auto | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY<br>[X] Primary & Non | | | 5174456900 | 07/06/2020 | 07/06/2021 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE<br>AGGREGATE | $<br>$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | [ ] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| C | Contractor's Pollution Liability | | | EV20200133-02 | 02/07/2021 | 02/07/2022 | Each Pollution Incident<br>Aggregate | 1,000,000<br>2,000,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**CERTIFICATE HOLDER**

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Lowell H. Pritchard

**FOR INFORMATION ONLY**

Certificate can be issued to specific holder upon receipt of holder name and address.

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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|
| None | | | | | |

(Signed)_____
Danny Boromei, President

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Replacement of Sand Loader System (Main WTP)**," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Okeechobee

Danny Boromei, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of Boromei Construction, Inc (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Danny Boromei, President

Subscribed and sworn to before me
this 13th day of May, 2021

_____
Notary Public

Notary Public State of Florida
Melissa Ann Stone
My Commission GG 159396
Expires 02/24/2022

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
Boromei Construction, Inc (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

5.13.2021
Date Signed

State of: Florida

County of: Okeechobee

Sworn to and subscribed before me this 13th day of May, 2021

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

Notary Public State of Florida
Melissa Ann Stone
My Commission GG 159396
Expires 02/24/2022

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Okeechobee

Before me, the undersigned authority, personally appeared Danny Boromei, who, being by me first duly sworn, made the following statement:

1. The business address of Boromei Construction, Inc
(firm name of Bidder/Contractor)

is 420-B NW 3rd St., Okeechobee, FL 34972.

2. My relationship to Boromei Construction, Inc
(firm name of Bidder/Contractor)

is President.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the 13th day of May, 2021.

_____
Notary Public

Notary Public State of Florida
Melissa Ann Stone
My Commission GG 159396
Expires 02/24/2022

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Danny Boromei, on behalf of Boromei Construction, Inc (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By: _____
Name: Danny Boromei
Title: President
Date: 5.13.2021

STATE OF FLORIDA
COUNTY OF Okeechobee

The foregoing instrument was sworn to (or affirmed) and subscribed before this 13th day of May, 2021, by Danny Boromei, who is the President of Boromei Construction, Inc, who is personally known to me or who has produced _____ as identification.

Notary Public State of Florida
Melissa Ann Stone
My Commission GG 159396
Expires 02/24/2022

NOTARY PUBLIC _____
Printed Name of Notary _____
My Commission expires: _____

# Tabulation Sheet

**Agency Name** Village of Palm Springs

**Bid Number** ITB-2021B-005-0-2021/KW

**Bid Name** Replacement of Sandloader System Main WTP

**Bid Due Date** 05/13/2021 14:00:00

**Bid Opening** **Closed**

3 responses found.

✓ online, offline, ● not submitting, not received

| | Company | Responded | Address | Bid Amount | Alt Bid Amount | Declared Attributes | Documents | Sent |
|---|---|---|---|---|---|---|---|---|
| **Complete** | | | | | | | | |
| 1 . | Boromei Construction, Inc | 05/13/2021 | 420B NW 3rd St., Okeechobee, FL, 34972 | $319949.00 | | | Form 00400, 00410 - Bid Checklist and Submittal<br>Form 00430 - Bid Bond<br>Form 00431 - Tabulation of Subcontractors<br>Form 00440 - Florida Trench Safety Act<br>Form 00451 - Qualifications Statement<br>Form 00452 - Bidder's Statement of Disputes<br>Form 00453 - Non-Collusion Affidavit<br>Form 00454 - Drug-Free Workplace<br>Form 00455 - Public Entity Crimes<br>Form 00456 - Scrutinized Companies<br>Signed Copy of All Addenda<br>Affidavit from Bonding Company | ✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>◆ |
| 2 . | Florida Design Contractors | 05/13/2021 | 1326 South Killian Drive, Lake Park, FL, 33403 | $358621.00 | | | Form 00400, 00410 - Bid Checklist and Submittal<br>Form 00430 - Bid Bond<br>Form 00431 - Tabulation of Subcontractors<br>Form 00440 - Florida Trench Safety Act<br>Form 00451 - Qualifications Statement<br>Form 00452 - Bidder's Statement of Disputes<br>Form 00453 - Non-Collusion Affidavit<br>Form 00454 - Drug-Free Workplace<br>Form 00455 - Public Entity Crimes<br>Form 00456 - Scrutinized Companies<br>Signed Copy of All Addenda<br>Affidavit from Bonding Company | ✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>◆ |
| 3 . | Lawrence Lee Construction Services, Inc. | 05/13/2021 | 800 SE Lincoln Ave, Stuart, FL, 34994 | $327000.00 | | Small Business | Form 00430 - Bid Bond<br>Form 00400, 00410 - Bid Checklist and Submittal<br>Form 00431 - Tabulation of Subcontractors<br>Form 00440 - Florida Trench Safety Act<br>Form 00451 - Qualifications Statement<br>Form 00452 - Bidder's Statement of Disputes<br>Form 00453 - Non-Collusion Affidavit<br>Form 00454 - Drug-Free Workplace<br>Form 00455 - Public Entity Crimes<br>Form 00456 - Scrutinized Companies<br>Signed Copy of All Addenda<br>Affidavit from Bonding Company | ✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>✓<br>◆ |

# Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

**ITB NO. 2021B-005**
**REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Replacement of Sand Loader System (Main WTP)** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 13th, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **May 27th, 2021 at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment, and material for the Sand Loader System Replacement as described by the Drawings and Specifications. Generally, the work includes demolition, installation of new dense phase pneumatic conveyance system, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents*.**

Invitation to Bid documents are available beginning **April 15th, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-005, REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)"**.

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 P.M. Bidding Documents are available on your preferred media device as a Compact Disc or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in- person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **April 28, 2021 at 2:00 PM.** Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: +1 (562) 247-8422 Access #632-639-653
Registration URL
https://attendee.gotowebinar.com/register/4012955072373904652

**Bid Opening**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (914) 614-3221 Access #622-810-717
Registration URL
https://attendee.gotowebinar.com/register/1373724744455907596

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 5th, 2021** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

| | |
|---|---|
| Owner: | **Village of Palm Springs** |
| By: | **Kimberly Wynn** |
| Title: | **Village Clerk** |
| Date: | **April 15, 2021** |

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

CONTRACT DOCUMENTS

BID DOCUMENTS

# REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)

FOR THE

## VILLAGE OF PALM SPRINGS

## FLORIDA

ECKLER ENGINEERING, INC.
*CONSULTANTS*

ELECTRICAL:
RC ENGINEERING, INC. - CA NO. 4755
5532 NW 106TH DRIVE
CORAL SPRINGS, FL 33076

CITY OFFICIALS

| | |
|---|---|
| BEV SMITH | MAYOR |
| PATTI WALLER | VICE MAYOR, DISTRICT 2 |
| GARY M. READY | MAYOR PRO TEM, DISTRICT 3 |
| DOUG GUNTHER | COUNCIL MEMBER, DISTRICT 1 |
| JONI S. BRINKMAN | COUNCIL MEMBER, DISTRICT 4 |
| RICHARD J. READE | VILLAGE MANAGER |
| RONALD R. EYMA, P.E. | PUBLIC SERVICES DIRECTOR |

Sunshine State One Call 811

CALL 811 OR WWW.SUNSHINE811.COM TWO FULL BUSINESS DAYS BEFORE DIGGING TO HAVE UTILITIES LOCATED AND MARKED.

*CHECK POSITIVE RESPONSE CODES BEFORE YOU DIG!*

FOR INFORMATION REGARDING THIS PROJECT CONTACT :

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803

DOUGLAS K. HAMMANN, P.E. 50589
GENERAL, CIVIL, ARCHITECTURAL, MECHANICAL, PROCESS

DAVID L. RICE, P.E. 34343
ELECTRICAL

BID NUMBER : 2021B-005

| DWG NO. | SHEET |
|---|---|
| 01 OF 28 | G-01 |
| PROJ. NO. | 400-088.01 |
| DATE | APRIL 1, 2021 |

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-00; Plotted @: 4/5/2021 8:44:48 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Design Milestone: BID DOCUMENTS




## PROJECT LOCATION MAP

LOCATION: 360 DAVIS ROAD
PALM SPRINGS, FLORIDA 33461

FEMA FLOOD ZONE: AREA SUBJECTED TO TWO DIFFERENT FLOOD ZONES:
ZONE X
ZONE AE - 1% CHANCE ANNUAL FLOOD HAZARD

PARCEL ID NO: 70-43-44-18-09-090-0010

# INDEX TO DRAWINGS


| DWG NO. | OF | TOTAL DWGS | SHEET | DESCRIPTION |
|---|---|---|---|---|
| | | | **GENERAL** | |
| 1 | OF | 28 | G-01 | COVER SHEET |
| 2 | OF | 28 | G-02 | INDEX TO DRAWINGS AND PROJECT LOCATION MAP |
| 3 | OF | 28 | G-03 | GENERAL NOTES AND ABBREVIATIONS |
| 4 | OF | 28 | G-04 | ABBREVIATIONS |
| 5 | OF | 28 | G-05 | ARCHITECTURAL AND HVAC LEGENDS |
| 6 | OF | 28 | G-06 | MECHANICAL LEGENDS AND SYMBOLS |
| 7 | OF | 28 | G-07 | PROCESS AND INSTRUMENTATION (SHEET 1) |
| 8 | OF | 28 | G-08 | PROCESS AND INSTRUMENTATION (SHEET 2) |
| 9 | OF | 28 | G-09 | DESIGN CRITERIA |
| 10 | OF | 28 | G-10 | PIPING SCHEDULE AND GENERAL MECHANICAL NOTES |
| 11 | OF | 28 | G-11 | SPECIFICATIONS (SHEET 1) |
| 12 | OF | 28 | G-12 | SPECIFICATIONS (SHEET 2) |
| 13 | OF | 28 | G-13 | SPECIFICATIONS (SHEET 3) |
| 14 | OF | 28 | G-14 | SPECIFICATIONS (SHEET 4) |
| 15 | OF | 28 | G-15 | SPECIFICATIONS (SHEET 5) |
| 16 | OF | 28 | G-16 | PROJECT COORDINATION MAP |
| | | | **COMMON – CIVIL – ARCHITECTURAL – MECHANICAL** | |
| 17 | OF | 28 | C-01 | DEMOLITION PLAN AND DETAILS |
| 18 | OF | 28 | C-02 | SAND SILO AND SPIRACTOR AREA SITE IMPROVEMENTS PLAN |
| 19 | OF | 28 | C-03 | COMMON SPECIFIC DETAILS |
| 20 | OF | 28 | CD-01 | COMMON STANDARD DETAILS – CIVIL – ARCH – STRUCT – MECH |
| | | | **INSTRUMENTATION** | |
| 21 | OF | 28 | I-01 | UNIT PROCESS 2 – LIME SOFTENING |
| 22 | OF | 28 | ID-01 | STANDARD DETAILS – P&ID |
| | | | **ELECTRICAL** | |
| 23 | OF | 28 | E-01 | ELECTRICAL NOTES AND LEGENDS |
| 24 | OF | 28 | E-02 | PNEUMATIC SAND SYSTEM ELECTRICAL MODIFICATION PLAN |
| 25 | OF | 28 | E-03 | PNEUMATIC SAND SYSTEM ELECTRICAL MODIFICATION PLAN AND DETAIL |
| 26 | OF | 28 | E-04 | PNEUMATIC SAND SYSTEM POWER AND INSTRUMENTATION ONE-LINE DIAGRAM |
| 27 | OF | 28 | E-05 | MAIN WTP NETWORK DIAGRAM MODIFICATION |
| 28 | OF | 28 | ED-01 | STANDARD DETAILS – ELECTRICAL |



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: D.K.HAMMANN
DR: M.SIQUEIRA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

INDEX TO DRAWINGS AND PROJECT LOCATION MAP

DWG NO. 02 OF 28
SHEET G-02
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-01.dwg; Plotted @: 4/5/2021 8:45:02 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

# GENERAL NOTES

1) ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE:
   - FLORIDA BUILDING CODE (2017, 6TH ED)
   - DEPARTMENT OF TRANSPORTATION
   - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   - PALM BEACH COUNTY HEALTH DEPARTMENT
   - AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE
   - (SEE DESIGN CRITERIA SHEETS FOR OTHER CODE AND COMPLIANCE REQUIREMENTS)
2) THESE PLANS WERE DEVELOPED UTILIZING RECORD DRAWINGS AND MANUFACTURER PROVIDED EQUIPMENT AND INSTRUMENTATION DRAWINGS. RELOCATION OF EXISTING EQUIPMENT, DEMOLITION OF EXISTING EQUIPMENT, TEMPORARY OPERATION(S) OF RELOCATED EQUIPMENT ARE BASED ON THIS INFORMATION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR ITEMS NOT SPECIFICALLY LISTED OR ADDRESSED IN THE PLANS OR SPECIFICATIONS.
3) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
4) CONTRACTOR SHALL NOT CREATE TRIPPING HAZARDS SUCH AS SURFACE MOUNTED CONDUITS WITHOUT THE APPROVAL OF THE ENGINEER.
5) ALL ELEVATIONS ON THE DRAWINGS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS NOTED OTHERWISE.
6) THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A UTILITY LOCATION SERVICE SUCH AS "SUNSHINE STATE ONE CALL OF FLA, INC." AT (800) 432-4770 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
7) EXISTING UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
8) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
9) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
10) THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE EXISTING SYSTEMS AS SHOWN ON THE DRAWINGS. THE COST FOR THIS WORK AND FOR THE ACTUAL CONNECTION TO THE EXISTING SYSTEMS SHALL BE INCLUDED IN THE BID PRICE FOR THE PROJECT AND SHALL NOT RESULT IN ANY ADDITIONAL COST TO THE OWNER.
11) CONTRACTOR MUST PROVIDE FOR AND MAINTAIN ADEQUATE ACCESS AT ALL TIMES TO ALL BUSINESSES AND RESIDENCES AFFECTED BY PROGRESS OF THE WORK.
12) PROJECT SITE SAFETY:
   A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
   B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
   C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
13) ALL OPEN-CUT PIPE LAYING OPERATIONS SHALL BE COMPLETED IN DRY TRENCH EXCAVATIONS PER SPECIFICATIONS.
14) PRIOR TO BEGINNING DEMOLITION WORK, CONTRACTOR SHALL CONFIRM WITH VILLAGE, THE LOCATION AND ARRANGEMENT OF EXISTING PIPING / VALVES TO BE IMPACTED BY WORK. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
15) ALL PHASES OF CIVIL, ARCHITECTURAL, STRUCTURAL, MECHANICAL, INSTRUMENTATION AND ELECTRICAL WORK SHALL BE COORDINATED BY CONTRACTOR.
16) CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXISTING UTILITIES, STRUCTURES, EQUIPMENT AND PAVED AREAS THAT ARE TO REMAIN, FROM DAMAGE BY PROGRESSION OF WORK. ALL DAMAGED AREAS OR EQUIPMENT SHALL BE RESTORED TO PREVIOUS CONDITION PER DETAIL AND SPECIFICATION(S) REQUIREMENTS.
17) STANDARD SEPARATION STATEMENT:
   A. MAINTAIN A MINIMUM THREE (3) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND VACUUM SEWER, STORM SEWER, OR RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610.
   B. MAINTAIN A MINIMUM SIX (6) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND GRAVITY SEWER, PRESSURE-TYPE SANITARY SEWER, OR RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610.
      THIS DISTANCE CAN BE REDUCED TO THREE (3) FOOT HORIZONTAL DISTANCE WHEN EITHER PIPE IS ENCLOSED IN A WATERTIGHT CASING OR CONCRETE; AND WHEN WATER MAINS ARE LOCATED AT LEAST SIX (6) INCHES ABOVE GRAVITY SEWER MAINS.
   C. MAINTAIN A MINIMUM TEN (10) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   D. MAINTAIN SIX (6) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   E. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS BELOW VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   F. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE OR BELOW PRESSURE-TYPE SANITARY SEWER, FORCE MAIN, OR RECLAIMED WATER MAINS.

# HATCH LEGEND

EXIST / PROP

- DEMOLITION
- CAST IN PLACE CONCRETE
- LIGHTWEIGHT CONCRETE / GROUT
- EARTH
- INSULATION
- INSULATING CONCRETE
- GRAVEL
- SODDED AREA (RESTORATION)
- LIMEROCK BASE (ASPHALT)
- PEA ROCK FILL
- EXISTING ASPHALT PAVING
- EXISTING ASPHALT TO BE DEMOLISHED
- ASPHALT MILLING AND OVERLAY
- PROPOSED ASPHALT PATCH
- CMU BLOCK (ELEVATION VIEW)
- STEEL
- ALUMINUM
- GRATING
- DIAMOND PLATE
- CHAINLINK FENCE
- EXPANDED METAL

# GENERAL LEGEND

- R/W LINE
- PROPERTY LINE OR LOT LINE
- CENTERLINE
- NEW FENCE LINE
- EXISTING FENCE LINE (METAL)
- EXISTING FENCE LINE (WOOD)
- EXISTING FENCE LINE (CHAIN LINK)
- EASEMENT LINE
- SECTION LINE
- CENTERLINE & PROJECT BASELINE W/ STATIONING (17+00)
- ADDRESS NUMBER W/ LOT & BLOCK NUMBERS (LOT 15 / BLOCK 5 / 1030)
- BORING LOCATION & DESIGNATION (B-1)
- EXISTING SPOT ELEVATION (16.40)
- PROPOSED SPOT ELEVATION (×10.25)
- COORDINATE CALLOUT NUMBER (84)
- EXISTING CONTOUR LINE (16)
- PROPOSED CONTOUR LINE (16)
- EXISTING BURIED ELEC CONDUIT W/ JUNCTION BOX (BE)
- EXISTING STORM SEWER, CATCH BASIN AND MANHOLE (24"SS)
- NEW STORM SEWER W/ LENGTH, SIZE & PIPE MATERIAL (50'-24"RCP)
- NEW CATCH BASIN W/ DESIGNATION (INLET A / TYPE C-4)
- NEW MANHOLE WI/ DESIGNATION (MH-34)
- OVERHEAD WIRE (OW)
- BENCH MARK & DATA (FD. P.C.P. BM-46 EL.=13.44 STA. 12+73.10)
- DIRECTION OF ELEVATION VIEW AND PHOTO DESIGNATION (LOCATION PHOTO TAKEN FROM) (A / C-01)

# TREE / LANDSCAPE DETAIL DESIGNATION

EXISTING TREE LEGEND

- BLACK OLIVE
- BOTTLE BRUSH
- CABBAGE PALM
- CYPRESS
- FICUS
- MAHOGANY
- MELALEUCA
- OAK
- PALM
- ROYAL PONSETTIA
- SCHEFALERA (UMBRELLA)
- SHRUB
- SILVER BUTTONWOOD
- SLASH PINE
- UNKNOWN SPECIES

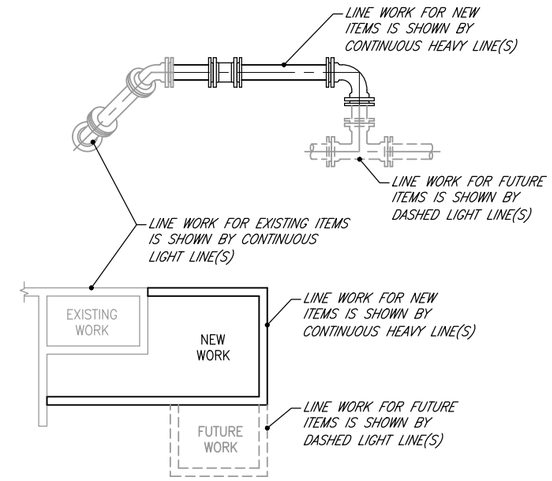
PROPOSED TREE / HEDGE LEGEND

- NEW SHADE TREE
- DENOTES TREE TO BE REMOVED, CONTRACTOR SHALL OBTAIN PERMITS AS REQUIRED
- NEW PALM TREE
- MULCHED BEDDING AREA OF SMALL PLANTS/SHRUBS AS SPECIFIED

NEW TREE OR SHRUB DESIGNATION

XX — QUANTITY AT LOCATION
XXX — PLANT LIST KEY (SEE SPECIFICATION)

# EXISTING, NEW AND FUTURE DESIGNATION




THIS CONVENTION APPLIES TO ALL WORK DISCIPLINES. (CIVIL, ARCHITECTURAL MECHANICAL, INSTRUMENTATION & CONTROL AND ELECTRICAL)


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DSGN: D.K.HAMMANN
DR: J.R.CRICK
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

GENERAL NOTES AND ABBREVIATIONS

DWG NO. 03 OF 28
SHEET G-03
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-MULTI.dwg; Plotted @: 4/5/2021 8:45:19 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

# ABBREVIATIONS

| | |
|---|---|
| ∠ | ANGLE |
| ° | DEGREE |
| ± | PLUS / MINUS |
| ø | DIAMETER |
| & | AND |
| &NT | WITH NUT |
| (F.V.) | FIELD VERIFY |
| A.B. | ANCHOR BOLT |
| A.F.S. | ARCHITECTURAL FINISH SURFACE |
| A.R. | ALL AROUND |
| ACT. | ACTUAL |
| ADD'L | ADDITIONAL |
| ADJ | ADJACENT |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AGGR | AGGREGATE |
| ALT | ALTERNATE |
| ALUM | ALUMINUM |
| ANC | ANCHOR |
| APPD | APPRVOED |
| APPROX | APPROXIMATE(LY) |
| ARCH | ARCHITECT, ARCHITECTURAL |
| ASPH | ASPHALT |
| ASSY | ASSEMBLY |
| AUX | AUXILIARY |
| ℄ | BOUNDARY LINE |
| B.C.D. | BOLT CIRCLE DIAMETER |
| B.F. | BACK FACE |
| B.L. | BUILDING LINE |
| B.O. | BLOCK–OUT |
| B.O.B. | BOTTOM OF BEAM |
| B.O.F. | BOTTOM OF FOOTING |
| B.O.S. | BOTTOM OF STEEL |
| B/B | BACK TO BACK |
| BEV('D) | BEVEL (ED) |
| BFF | BELOW FINISH FLOOR |
| BFP | BACKFLOW PREVENTOR |
| BLDG | BUILDING |
| BLK | BLOCK |
| BLKG | BLOCKING |
| BM | BEAM |
| BOP | BOTTOM OF PIPE |
| BOT | BOTTOM |
| BR | BRASS |
| BRDG | BRIDGING |
| BRG | BEARING |
| BRKT | BRACKET |
| BT | BOLT |
| BTWN | BETWEEN |
| BV, BFV | BUTTERFLY VALVE |
| C | CHANNEL |
| C.G. | CENTER OF GRAVITY |
| C.I.P. | CAST IN PLACE |
| C.J. | CONSTRUCTION JOINT |
| CANT | CANTILEVER |
| CAP. | CAPACITY |
| CBS | CONCRETE BLOCK STRUCTURE |
| CCW | COUNTER CLOCKWISE |
| CI | CAST IRON |
| CJT | CONTRACTION JOINT |
| CL | CENTERLINE |
| CLR | CLEAR OR CLEARANCE |
| CLR | CLEAR |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| COMP | COMPRESSION |
| CONC | CONRETE / CONCENTRIC |
| CONN(S) | CONNECTION(S) |
| CONST | CONSTRUCTION |
| CONT | CONTINUOUS OR CONTINUATION |
| CONTR | CONTRACTOR |
| COORD | COORDINATE |
| COR, CNR | CORNER |
| COV PL | COVER PLATE |
| CPLG | COUPLING |
| CRS | COLD ROLLED STEEL |
| C.STA | CONTROL STATION |
| CS | CARBON STEEL |
| CSS | COUNTER SUNK SCREW |
| CT | COARSE THREAD |
| CT.JT., CJ | CONTROL JOINT |
| CTRD | CENTERED |
| CV | CHECK VALVE |
| CVR | COVER |
| CW | CLOCKWISE |
| CY | CUBIC YARDS |
| Δ | DELTA |
| D | DEPTH |
| D.B.A. | DEFORMED BAR ANCHOR |
| DBL | DOUBLE |
| DET | DETAIL |
| DI | DUCTILE IRON |
| DIA | DIAMETER |
| DIA / ø | DIAMETER |
| DIAG | DIAGONAL |
| DIM(S) | DIMENSION(S) |
| DOC | DISOLVED ORGANIC CARBON |
| DIP | DUCTILE IRON PIPE |
| DISC | DISCONNECT |
| DISTR | DISTRIBUTION |
| DL | DEAD LOAD |
| DS | DOWNSPOUT |
| DVTL | DOVETAIL |
| DWG(S) | DRAWING(S) |
| DWL(S) | DOWEL(S) |
| ϕ | ELECTRICAL PHASE |
| E.A.O. | EDGE ANGLE OFFSET |
| E/GR | EXISTING GRADE |
| EA | EACH |
| ECC | ECCENTRIC |
| EF | EACH FACE |
| EJ | EXPANSION JOINT |
| EL | ELEVATION |
| ELEC | ELECTRIC, ELECTRICAL |
| ENGR | ENGINEER |
| ENT | ENTRANCE |
| EOW | EDGE OF WATER |
| EQ | EQUAL (LY) |
| EQ SP | EQUALLY SPACED |
| EQUIP MFRS | EQUIPMENT MANUFACTURER(S) |
| EQUIV | EQUIVALENT |
| EQUP | EQUIPMENT |
| EW | EACH WAY |
| EXIST | EXISTING |
| EXP,EXPAN | EXPANSION |
| EXT | EXTERIOR |
| EXTEN | EXTENSION |
| ℄ | FLOW LINE |
| F | FULLY THREADED |
| F.S. | FAR SIDE |
| F/C | FIELD COORDINATE |
| F/F | FACE TO FACE |
| F/GR | FINISH/FINAL GRADE |
| FABR | FABRICATOR |
| FDN | FOUNDATION |
| FF, F/F | FINISH FLOOR |
| FH | FLAT HEAD |
| FI | FAIL INTERMEDIATE |
| FIN | FINISH(ED) |
| FIN | FINISHING (WASHER) |
| FLG | FLANGE |
| FM | FORCE MAIN |
| FNDR | FENDER (WASHER) |
| FP | FIREPROF(ING) |
| FP | FIELD PANEL |
| FT | FINE THREAD, FULLY THREADED |
| FTG | FOOTING |
| FW | FLAT WASHER |
| G, GR | GRADE |
| GA | GAGE OR GAUGE |
| GALV, GV | GALVANIZED |
| GC | GENERAL CONTRACTOR |
| GI | GALVANIZED IRON |
| GOVT | GOVERNMENT |
| GPH | GALLONS PER HOUR |
| GPM | GALLONS PER MINUTE |
| GR | GRADE |
| GR BM | GRADE BEAM |
| GS | GALVANIZED STEEL |
| GSP | GALVANIZED STEEL PIPE |
| GST | GROUND STORAGE TANK |
| GV | GATE VALVE |
| H | HEIGHT |
| H.P. | HIGH POINT |
| H.S. | HEADER STUDS |
| HD | HEAD |
| HDD | HORIZONTAL DIRECTIONAL DRILL |
| HDW | HARDWARE |
| HHMB | HEX HEAD MACHINE BOLT |
| HK | HOOK |
| HMI | HUMAN MACHINE INTERFACE |
| HN&WA | HEX NUT & WASHER |
| HORIZ | HORIZONTAL |
| HP | HIGH PRESSURE |
| HSS | HOLLOW STRUCTURAL SHAPE |
| HT | HEIGHT |
| HVHX | HEAVY PATTERN HEX BOLT |
| HWL | HIGH WATER LEVEL |
| HX | HEX |
| I.F. | INSIDE FACE |
| ID | INSIDE DIAMETER |
| INF | INFLUENT |
| INFO | INFORMATION |
| INT | INTERIOR |
| INTERM | INTERMEDIATE |
| INV EL | INVERT ELEVATION |
| JMNT | JAM NUT |
| JST(S) | JOIST(S) |
| JT | JOINT |
| JT(S) | JOINT(S) |
| k | KIPS (1000 LBS) |
| KLF | KIP PER LINEAR FOOT |
| KSF | KIP PER SQUARE FOOT |
| L, ? | ANGLE |
| L.P. | LOW POINT |
| LB | LAG BOLT |
| LBS | POUNDS |
| LG | LONG |
| LH | LEFT HAND THREAD |
| LL | LIVE LOAD |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LONG | LONGITUDINAL |
| LP | LOW PRESSURE |
| LT | LOW TEMPERATURE |
| LW | LOCK WASHER |
| LWL | LOW WATER LEVEL |
| LWT CONC | LIGHTWEIGHT CONCRETE |
| M | MOMENT |
| M.C. | MOMENT CONNECTION |
| M.O. | MASONRY OPENING |
| MAT'L | MATERIAL |
| MAX | MAXIMUM |
| MB | MACHINE BOLT |
| MCC | MOTOR CONTROL CENTER |
| MCP | MAIN CONTROL PANEL |
| MECH | MECHANICAL |
| MEG | MATCH EXISTING GRADE |
| MEZZ | MEZZANINE |
| MFR | MANUFACTURE(R) |
| MH | MANHOLE |
| MID | MIDDLE |
| MIEX | MAGNETIC ION EXCHANGE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MJ | MECHANICAL JOINT |
| MS | MACHINE SCREW |
| MW | MONITORING WELL |
| N.F. | NEAR FACE |
| N.I.C. | NOT IN CONTRACT |
| N.S. | NON–SHRINK |
| NC | NORMALLY CLOSED |
| NCT | NATIONAL COARSE THREAD |
| NFT | NATIONAL FINE THREAD |
| NIC | NOT IN CONTRACT |
| NLL | NORMAL LIQUID LEVEL |
| NO | NORMALLY OPEN |
| NO. OR # | NUMBER |
| NOM | NOMINAL |
| NT | NUT |
| NTS | NOT TO SCALE |
| C/C | CENTER TO CENTER |
| O.F. | OUTSIDE FACE |
| O.H. | OPPOSITE HAND |
| OC, O.C. | ON CENTER |
| OD, O.D. | OUTSIDE DIAMETER |
| OH | OVAL HEAD |
| OPNG(S) | OPENING(S) |
| OPP | OPPOSITE |
| OSTG | OUTSTANDING |
| P | PAN / PHILLIPS |
| P/C | PRECAST CONCRETE |
| P/GR | PROPOSED GRADE |
| PAR | PARALLEL |
| PARTN | PARTITION |
| PC | PIECE |
| PDP | PRIMARY DISTRIBUTION PANEL |
| PE | PLAIN END |
| PEBM | PRE–ENGINEERED BUILDING MANUFACTURER |
| PEMB | PRE–ENGINEERED METAL BUILDING |
| PEN | PENETRATION |
| PERP | PERPENDICULAR |
| PH | PHILLIPS HEAD |
| PJF | PREMOLDED JOINT FILLER |
| PL | PLATE |
| PLCS | PLACES |
| PN | PAN HEAD |
| PNLB | PANEL BOARD |
| PR | PAIR |
| PREFAB | PREFABRICATED |
| PRELIM | PRELIMINARY |
| PROJ | PROJECTION |
| PROP | PROPOSED |
| PS | PUMP STATION |
| PSF | POUNDS / SQUARE FOOT |
| PSI | POUNDS / SQUARE INCH |
| PT | POINT |
| PT | PARTIAL THREAD |
| R, RAD | RADIUS |
| R.D. | ROOF DRAIN |
| R.O. | ROUGH OPENING |
| R/W | RIGHT OF WAY |
| RCP | REINFORCED CONCRETE PIPE |
| RED | REDUCER |
| REF | REFER, REFERENCE |
| REINF | REINFORCE(ING)(ED)(MENT) |
| REQ | REQUIRE |
| REQ'D | REQUIRED |
| REST | RESTRAINED, RESTRAINT |
| RET. SYS. | RETENTION SYSTEM |
| RF | ROOF |
| RF OPNG | ROOF OPENING |
| RH | ROUND HEAD OR RIGHT HAND |
| RIS | RISER |
| RM | ROOM |
| RND | ROUND |
| S/A | SUPPLY AIR |
| SAE | SAE PATTERN |
| SAN | SANITARY |
| SC | SAMPLE CONNECTION |
| SCADA | SUPERVISORY CONTROL AND DATA ACQUISITION |
| SCH | SCHEDULE(D) |
| SECT | SECTION |
| SF | SQUARE FOOT |
| SHT | SHEET |
| SIM | SIMILAR |
| SKT | SOCKET |
| SL, S | SLOTTED |
| SMS | SHEET METAL SCREW |
| SNGL | SINGLE |
| SOC | SEQUENCE OF CONSTRUCTION |
| SP | SAMPLE POINT |
| SPA | SPACE, SPACING |
| SPEC(S) | SPECIFICATION(S) |
| SPEC'D | SPECIFIED |
| SQ | SQUARE |
| SS | STORM SEWER |
| SST, S/S | STAINLESS STEEL |
| STA | STATION |
| STD | STANDARD |
| STIFF | STIFFENER |
| STIR | STIRRUPS |
| STL | STEEL |
| STR | STRAIGHT |
| STRUCT | STRUCTURE, STRUCTURAL |
| STY | STORY |
| SUPT | SUPPORT |
| SUPT(S) | SUPPORT(S) |
| SV | SOLENOID VALVE |
| SW | SIDEWALK |
| SWD | SIDE WALL DEPTH |
| SWTP | SURFACE WATER TREATMENT PLANT |
| SYM | SYMMETRICAL |
| SYS | SYSTEM |
| T | TENSION |
| T&B | TOP AND BOTTOM |
| T&G | TONGUE & GROOVE |
| T.B. | TAPERED BEAM |
| T.O., T/ | TOP OF |
| T.O.B. | TOP OF BEAM |
| T.O.F. | TOP OF FOOTING |
| T.O.P. | TOP OF PIER |
| T.O.P.C. | TOP OF PIER CAP |
| T.O.S. | TOP OF STEEL |
| T.O.S.C. | TOP OF STRUCTURAL CONCRETE |
| T.O.W. | TOP OF WALL |
| T.R.W. | TOP OF RETAINING WALL |
| T/A | TRANSFER AIR |
| TEMP | TEMPORARY |
| TH, THK | THICK, THICKNESS |
| TOB | TOP OF BANK |
| TOE | BOTTOM OF BANK |
| TOS | TOE OF SLOPE |
| TR | THREADED ROD |
| TRD(S) | TREAD(S) |
| TS | TUBE STEEL |
| T.U. | TREATMENT UNIT |
| TX | TRANSFORMER |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| UPS | UNINTERRUPTED POWER SUPPLY |
| USS | USS PATTERN |
| V | SHEAR |
| VERT | VERTICAL |
| VFD | VARIABLE FREQUENCY DRIVE |
| VPS | VACUUM PUMP STATION |
| VSS | VACUUM SEWER SYSTEM |
| W | WIDTH |
| W.L. | WIND LOAD |
| W.P. | WORK POINT |
| W/ | WITH |
| W/P | WEATHER PROOF |
| WB | WIND BRACE |
| WD | WOOD |
| WDW. | WINDOW |
| WM | WATER MAIN |
| WPFG | WATERPROOFING |
| WS | WATER STOP |
| WS | WOOD SCREW |
| WWM | WELDED WIRE MESH |
| X–STR | EXTRA STRONG |
| Z | ZINC |

## NOTES

1) THIS IS A STANDARD LEGEND SHEET, SOME ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE PLANS.
2) SEE ELECTRICAL AND INSTRUMENTATION DRAWINGS FOR DISCIPLINE SPECIFIC ABBREVIATIONS.
3) CONTACT ENGINEER FOR ABBREVIATIONS NOT LISTED.

ECKLER ENGINEERING, INC.
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DSGN: D.K.HAMMANN
DR: M.SIQUEIRA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

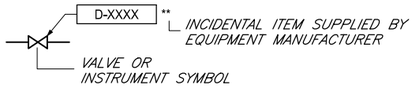
ABBREVIATIONS

DWG NO. 04
SHEET G-04
OF 28
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-MULTI.dwg; Plotted @: 4/5/2021 8:45:21 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

# EQUIPMENT AND VALVE LEGEND

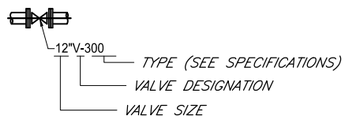
## EQUIPMENT AND SELF-CONTAINED VALVE IDENTIFICATION



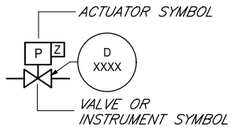

D:
- ARV = AIR RELEASE VALVE
- BPV = BACK PRESSURE VALVE
- CAV = COMBINATION AIR VALVE
- E = EJECTOR
- FCV = FLOW CONTROL VALVE
- FP = FIELD PANEL
- G = GATE
- LCV = LEVEL CONTROL VALVE
- M = MECHANICAL EQUIPMENT
- P = PUMP
- PCV = PRESSURE CONTROL VALVE
- PRV = PRESSURE RELIEF VALVE
- RPZ = REDUCED PRESSURE ZONE BACKFLOW PREVENTER
- T = TANK
- TCV = TEMPERATURE CONTROL VALVE

XXXX = PLANT EQUIPMENT TAG NUMBER

## VALVE IDENTIFICATION (MANUAL & CHECK)




## CONTROL VALVE AND INSTRUMENT IDENTIFICATION

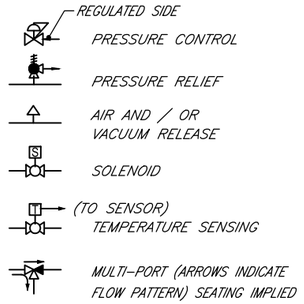



D:
- A = ANALYZE
- C = CONTROL
- E = ELEMENT
- F = FLOW
- I = INDICATOR
- L = LEVEL
- P = PRESSURE
- M = METER
- S = SWITCH
- T = TRANSMITTER
- V = VALVE
- Z = LIMIT

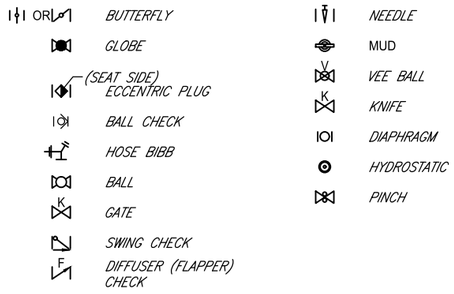
XXXX = PLANT EQUIPMENT TAG NUMBER

# VALVE SYMBOLS

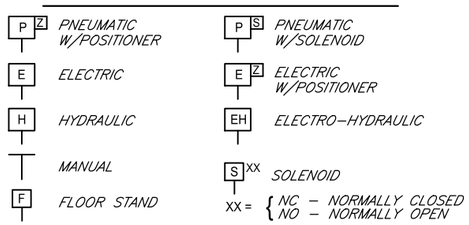
## CONTROL VALVES



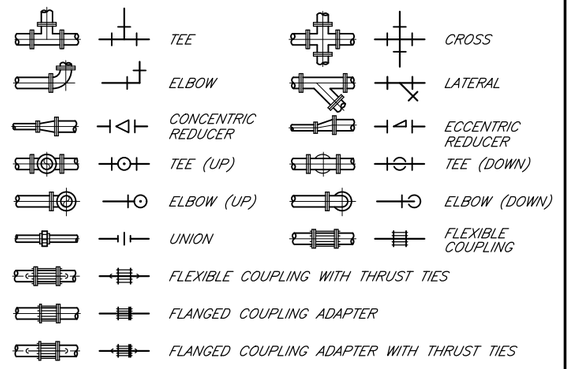

## (MANUAL & CHECK)



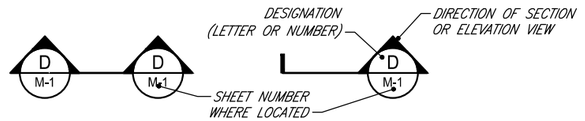

## ACTUATOR SYMBOLS



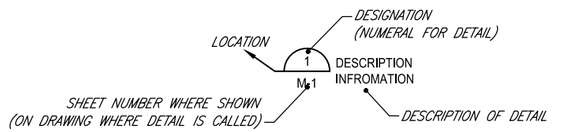

# PIPE FITTING SYMBOLS



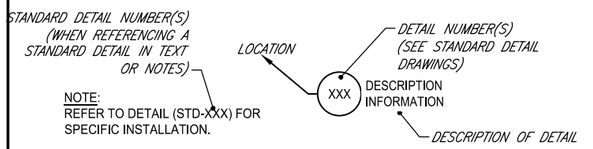

# SECTION AND DETAIL DESIGNATION



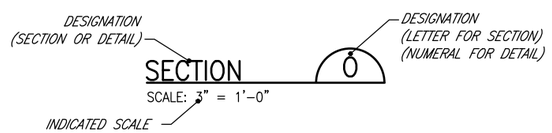

SECTION INDICATOR



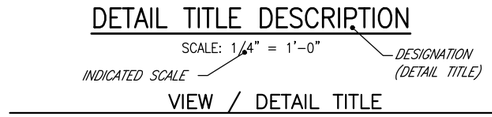

NON–STANDARD DETAIL DESIGNATION




STANDARD DETAIL DESIGNATION(S)




DETAIL / SECTION TITLE




VIEW / DETAIL TITLE

# FLOW STREAM IDENTIFICATION

| | |
|---|---|
| -ALP- | AIR LOW PRESSURE |
| -AG- | AMMONIA GAS (PRESSURE) |
| -AL- | ALARM |
| -BWD- | BACKWASH DRAIN |
| -BWR- | BACKWASH RETURN |
| -BWS- | BACKWASH SUPPLY |
| -BYP- | BYPASS |
| -CE- | CONTACTOR EFFLUENT |
| -CGV- | CHLORINE GAS (VACUUM) |
| -CHS- | CHEMICAL SLUDGE |
| -CS- | CHLORINE SOLUTION |
| -D- | DRAIN (SANITARY) |
| -DR- | DRAIN (PROCESS) |
| -EA- | EXHAUST AIR |
| -FE- | FILTER EFFLUENT |
| -FI- | FILTER INFLUENT |
| -FL- | FLUORIDE |
| -FM- | FORCEMAIN |
| -FR- | FRESH RESIN |
| -FTW- | FILTER TO WASTE |
| -FW- | FINISHED WATER |
| -HPA- | HIGH PRESSURE AIR |
| -HW- | HOT WATER |
| -LD- | LIME DELIVERY |
| -LS- | LIME SLURRY |
| -ME- | MIEX TREATED WATER |
| -NA- | CAUSTIC |
| -NaOCl- | SODIUM HYPOCHLORITE |
| -OF- | OVERFLOW |
| -PO- | POLYMER |
| -RR- | RECYCLE RESIN |
| -RW- | RAW WATER |
| -SA- | SAMPLE |
| -SAN- | SANITARY SEWER |
| -SE- | SOFTENER EFFLUENT |
| -SH- | SODIUM HYPOCHLORATE |
| -SRR- | SUPERNATANT/BRINE/RINSE WATER |
| -SS- | STORM SEWER |
| -STR- | SLUDGE THICKENER RETURN |
| -SW- | SOFTENED WATER / SERVICE WATER |
| -TE- | THICKENER EFFLUENT |
| -TI- | THICKENER INFLUENT |
| -TR- | TRANSFER PIPING |
| -TS- | THICKENED SLUDGE |
| -V- | VENT |
| -W1- | POTABLE WATER (DOMESTIC) |
| -W2- | NON–POTABLE WATER (PROCESS) |
| -WS- | WATER SERVICE |
| -WM- | WATERMAIN (POTABLE) |

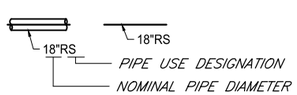
# PIPE SYMBOLS

| MULTI-LINE PIPE | SINGLE LINE PIPE | DESCRIPTION |
|---|---|---|
| | | EXISTING PIPE (TO REMAIN) |
| | | EXISTING PIPE (TO BE REMOVED) |
| | | EXISTING PIPE UNDER CONCRETE OR PAVEMENT (MULTI–LINE PIPE ONLY) |
| | | NEW PIPE |
| | | NEW PIPE UNDER CONCRETE OR PAVEMENT (MULTI–LINE PIPE ONLY) |
| | | FLANGED JOINT |
| | | MECHANICAL JOINT |
| | | WELDED JOINT |
| | | BELL & SPIGOT JOINT |
| | | BALL JOINT |
| | | ≥4"+ / <4" EXISTING PIPE PREVIOUSLY ABANDONED IN PLACE (REMOVE AS REQUIRED TO FACILITATE NEW CONSTRUCTION) |
| | | FUTURE PIPE (BY OTHERS) |

# GATE SYMBOLS




# PIPING IDENTIFICATION




ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: M.SIQUEIRA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

ARCHITECTURAL AND HVAC LEGENDS

BID NUMBER : 2021B-005

DWG NO. 05 OF 28
SHEET G-05
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-MULTI.dwg; Plotted @: 4/5/2021 8:45:24 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

# HVAC LEGEND

20/12 14/12 — SHEETMETAL DUCTWORK / SIZE (GALVANIZED, PER SMACNA)

20/12 14/12 — FIBERBOARD DUCTWORK / SIZE (INSLATED, PER SMACNA)

CHANGE IN DUCT SIZE

ELBOW W/* TURNING VANES

EXTRACTOR VANES

VOLUME DAMPER

FIRE DAMPER

SMOKE DAMPER

SMOKE AND FIRE DAMPER

X x X LVR — LOUVER W/ SIZE AND AIRFLOW DIRECTION

24X24 410 CFM — CEILING DIFFUSER W/ SIZE AND CAPACITY

AIRFLOW DIRECTION INDICATION

OR — FLEXIBLE DUCTWORK

12X6 320CFM — SUPPLY REGISTER (WALL / DUCT) W/ SIZE AND CAPACITY

X x X RA — RETURN GRILL / EXHAUST W/ SIZE

OR EF-1 — GRAVITY VENTILATOR / EXHAUST FAN (ROOF OR WALL MNTD) W/ ID NUMBER

(TS) THERMOSTAT (WALL MNTD)

(S) SMOKE

(H) HEAT

(GAS) GAS

(CO) CARBON MONOXIDE

($H_2O$) FLOOD

(S/H) SMOKE AND HEAT

(CL) CHLORINE GAS TRANSMITTER

(AM) AMMONIA GAS TRANSMITTER

[GCP] GAS DETECTION SYSTEM CONTROL PANEL

## ABBREVIATIONS

| | |
|---|---|
| S/A | SUPPLY AIR |
| R/A | RETURN AIR |
| T/A | TRANSFER AIR |
| SW | SIDEWALL DUCT DISCHARGE |
| O.A. | OUTSIDE AIR |
| AHU OR A/H | AIR HANDLING UNIT |
| AC, ACU OR A/C | AIR CONDENSING UNIT |
| CFM | CUBIC FEET PER MINUTE |

# ARCHITECTURAL LEGEND

NEW METAL STUD AND GWB PARTITION

CONCRETE WALL / SLAB

CONCRETE MASONRY UNIT (CMU) PLAN VIEW

CONCRETE MASONRY UNIT (CMU) SECTION VIEW

STEEL SECTION

FIBER INSULATION

PLYWOOD SECTION

BATT INSULATION

INSULATED CONCRETE ROOF DECK SYSTEM

DOOR ASSEMBLY (TYPICAL) (SEE ARCHITECTURAL PLANS FOR SPECIFIC OCCURRENCES AND FRAME REQUIREMENTS)

WOOD, ROUGH CONTINUOUS

WOOD, ROUGH NON-CONTINUOUS

D.S. — DOWNSPOUTS

WOOD, FINISHED

(1) DOOR NUMBER

(W1) WINDOW DESIGNATION

101 ROOM NAME — ROOM NUMBER AND NAME

(L-1) LOUVER NUMBER

FE — FIRE EXTINGUISHER

(EF-1) EXHAUST FAN DESIGNATION

(AC-1) AIR CONDITIONING UNIT DESIGNATION

(AH-1) AIR HANDLER UNIT DESIGNATION

(GV-1) GRAVITY VENT DESIGNATION

EXIT — BUILDING EXIT INDICATION

T/DIST = X'-X" — TRAVEL PATH AND DISTANCE FOR EMERGENCY EXIT

36" WIDE EXIT 34"/0.2= 170 CAP./16 ACT. — DOOR CAPACITY CALCULATION AND ACTUAL CAPACITY


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FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

MECHANICAL LEGENDS AND SYMBOLS

BID NUMBER : 2021B-005

DWG NO. 06 OF 28
SHEET G-06
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-MULTI.dwg; Plotted @: 4/5/2021 8:45:26 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

# PROCESS & INSTRUMENTATION

| FIRST DIGIT<br>MAJOR PROCESS | SECOND DIGIT<br>SUB–PROCESS | THIRD DIGIT<br>FUNCTION | FOURTH DIGIT<br>& SUFFIX |
|---|---|---|---|
| 1 – INFLUENT RAW WATER<br>2 – SOFTENING (LIME)<br>3 – PRETREATMENT (MIEX SYSTEM)<br>4 – DISINFECTION (NaOCl)<br>5 – FILTRATION<br>6 – CHEMICAL FEED SYSTEMS<br>7 – WASHWATER RECOVERY<br>8 – LIME PREPARATION / FEED<br>9 – FINISHED WATER (STORAGE AND HIGH SERVICE PUMPING)<br>0 – SUPPORT SYSTEMS | SYSTEMATIC SEQUENTIAL NUMBERING OF FUNCTION STEPS THRU UNIT PROCESS | 1 – UNIT 1<br>2 – UNIT 2<br>3 – UNIT 3<br>4 – UNIT 4<br>5 – UNIT 5<br>6 – UNIT 6<br>7 – UNIT 7<br>8 – UNIT 8<br>9 – UNIT 9 | ADDITIONAL SEQUENCE NUMBERING FOR CONVENIENCE (AS APPLICABLE) |

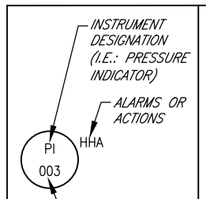
## MEANINGS OF IDENTIFICATION LETTERS

| | FIRST LETTERS | | SUCCEEDING LETTERS | | |
|---|---|---|---|---|---|
| | MEASURED OR INITIATING VARIABLE | MODIFIER | READOUT OR PASSIVE FUNCTION | OUTPUT FUNCTION | MODIFIER |
| A | ANALYSIS | | ALARM | | |
| B | BURNER, COMBUSTION | | USER'S CHOICE | USER'S CHOICE | USER'S CHOICE |
| C | CONDUCTIVITY | CHECK | | CONTROL | (CLOSED) |
| D | DENSITY (MASS) OR SPECIFIC GRAVITY | DIFFERENTIAL | | | |
| E | VOLTAGE (EMF) | | SENSOR (PRIMARY ELEMENT) | | |
| F | FLOW RATE | RATIO (FRACTION) | | | |
| G | GAUGING (DIMENSIONAL) | | GLASS, VIEW DEVICE | | |
| H | HAND (MANUAL) | | | | HIGH |
| I | CURRENT (ELECTRICAL) | | INDICATE | | |
| J | POWER | SCAN | | | |
| K | TIME OR TIME SCHEDULE | TIME RATE OF CHANGE | | CONTROL STATION | |
| L | LEVEL | | LIGHT | | LOW |
| M | MOISTURE | MOMENTARY | | | MIDDLE OR INTERMEDIATE |
| N | USER'S CHOICE | (NORMALLY) | USER'S CHOICE | USER'S CHOICE | USER'S CHOICE |
| O | USER'S CHOICE | | ORIFICE (RESTORATION) | | OPEN |
| P | PRESSURE OR VACUUM | | POINT (TEST CONN.) | | |
| Q | QUANTITY OR EVENT | INTEGRATE OR TOTALIZE | | | |
| R | RADIATION | | RECORD | | |
| S | SPEED OR REQUENCY | SAFETY | | SWITCH | |
| T | TEMPERATURE | TORQUE | | TRANSMIT | |
| U | MULTIVARIABLE | | MULTIFUNCTION | MULTIFUNCTION | MULTIFUNCTION |
| V | VIBRATION, MECHANICAL ANALYSIS | | | VALVE, DAMPER OR LOUVER | |
| W | WEIGHT OR FORCE | | WELL | | |
| X | UNCLASISIFIED | X AXIS | UNCLASSIFIED | UNCLASSIFIED | UNCLASSIFIED |
| Y | EVENT, STATE OR PRESENCE | Y AXIS | | RELAY OR COMPUTE | |
| Z | POSITION, DIMENSION | Z AXIS | | DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT | |

## ABBREVIATIONS - PROCESS

| | |
|---|---|
| ACP | AREA CONTROL PANEL |
| AI | ANALOG INPUT |
| AO | ANALOG OUTPUT |
| BOP | BOTTOM OF PIPE |
| BOS | BOTTOM OF STEEL |
| CI | CAST IRON |
| CONC | CONCENTRIC |
| CS | CARBON STEEL |
| CW | CHAIN WHEEL |
| DI | DISCRETE INPUT |
| DO | DISCRETE OUTPUT |
| ECC | ECCENTRIC |
| EL | ELEVATION |
| EXIST | EXISTING |
| FC | FAIL CLOSED |
| FI | FAIL INTERMEDIATE |
| FL | FAIL LOCKED |
| FLG | FLANGE |
| FO | FAIL OPEN |
| FP | FIELD PANEL |
| HMI | HUMAN MACHINE INTERFACE |
| HP | HIGH PRESSURE |
| HOA | HAND/OFF/AUTO |
| IA | INSTRUMENT AIR |
| VFD | VARIABLE FREQUENCY DRIVE |
| LC | LOCKED CLOSED |
| LO | LOCKED OPEN |
| LLL | LOW PRESSURE CONDENSATE |
| LP | LOW PRESSURE |
| LT | LOW TEMPERATURE |
| MA | MANUAL/AUTO |
| MAX | MAXIMUM |
| MCC | MOTOR CONTROL CENTER |
| MCP | MAIN CONTROL PANEL |
| MIN | MINIMUM |
| MW | MANWAY |
| NC | NORMALLY CLOSED |
| NLL | NORMAL LIQUID LEVEL |
| NO | NORMALLY OPEN |
| OO | ON/OFF |
| ORR | ON/OFF/REMOTE |
| PLC | PROGRAMMABLE LOGIC CONTROLLER |
| GPM | GALLONS PER MINUTE |
| ORIF | ORIFICE |
| PDP | PRIMARY DISTRIBUTION PANEL |
| PE | PRESSURE END |
| PROP | PROPOSED |
| RED | REDUCER |
| SC | SAMPLE CONNECTION |
| SCADA | SUPERVISORY CONTROL AND DATA ACQUISITION |
| SCH | SCHEDULE |
| SD | SHUTDOWN |
| SP | SAMPLE POINT |
| SST | STAINLESS STEEL |
| STD | STANDARD |
| SV | SOLENOID VALVE |
| TYP | TYPICAL |
| UPS | UNINTERRUPTED POWER SUPPLY |

## INSTRUMENT IDENTIFICATION




| | FIELD MOUNTED | PRIMARY LOCATION ACCESSIBLE TO OPERATOR OR FIELD PANEL MOUNTED | PRIMARY LOCATION INACCESSIBLE OR BEHIND PANEL | AUXILIARY LOCATION MAIN CONTROL ROOM | AUXILIARY LOCATION INACCESSIBLE OR BEHIND PANEL | UNDEFINED INTERLOCK LOGIC |
|---|---|---|---|---|---|---|
| DISCRETE INSTRUMENT | ○ | ⊖ | ⊖ | ⊖ | ⊖ | ◇ I |
| SHARED DISPLAY, SHARED CONTROL | ▢ | ▢ | ▢ | ▢ | ▢ | |
| COMPUTER FUNCTION | ⬡ | ⬡ | ⬡ | ⬡ | ⬡ | |
| PROGRAMMABLE LOGIC CONTROL | ◇ | ◇ | ◇ | ◇ | ◇ | |


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


| | |
|---|---|
| DSGN: | D.K.HAMMANN |
| DR: | M.SIQUEIRA |
| CHK: | D.K.HAMMANN |
| APVD: | D.K.HAMMANN |

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

PROCESS AND INSTRUMENTATION (SHEET 1)

| | |
|---|---|
| DWG NO. | 07 |
| OF | 28 |
| SHEET | G-07 |
| PROJ. NO. | 400-088.01 |
| DATE | APRIL 1, 2021 |


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# PROCESS & INSTRUMENTATION LEGEND

## VALVE SYMBOLS

- GATE
- BALL
- REDUCER (CONCENTRIC)
- REDUCER (ECCENTRIC)
- GLOBE
- VEE BALL
- BUTTERFLY
- OR PLUG
- SWING CHECK
- DIFFUSER (FLAPPER) CHECK
- VALVE W/ DIAPHRAGM ACTUATOR
- PRESSURE RELIEF VALVE
- PRESSURE SUSTAINING (INTERNAL TAP)
- PRESSURE SUSTAINING (EXTERNAL TAP)
- PRESSURE REDUCING
- KNIFE
- AIR RELEASE
- MOTOR OPERATED VALVE
- PINCH
- NEEDLE
- MUD
- BACKFLOW
- 2-WAY VALVE
- 3-WAY VALVE
- 4-WAY VALVE

## VALVE ACTUATOR SYMBOLS

- DIAPHRAGM
- ELECTRICAL MOTOR
- SOLENOID
- PISTON
- LEVER
- HAND WHEEL
- CHAIN WHEEL

## FLOW ELEMENT SYMBOLS

- ROTAMETER
- VENTURI (FE)
- FLOW ELEMENT (ORIFICE PLATE)
- FLOW METER (PROPELLER)
- FLOW METER (MAGNETIC)

## GENERAL SYMBOLS

- DIAPHRAGM SEAL
- PE — PRESSURE SENSOR
- LEVEL (FLOAT)
- DIFFUSER
- WATER LEVER / SURFACE
- FLOAT SWITCH
- TILT FLOAT SWITCH
- SIGHT GLASS
- I — PANEL MOUNTED INTERLOCK (HARDWIRED)
- V — POWER (120 VOLT)
- RECEPTACLE
- X — WIRING (IDENTIFIER)
- PROPOSED PANEL, PULL BOX, ELECTRICAL CABINET BOUNDARY
- SKID UNIT / EQUIPMENT BOUNDARY
- A — A OR A — A — INTERCEPT EXISTING WIRING (SEE ELECTRICAL DRAWINGS)
- GENERATOR RECEPTACLE
- ASC — ADJUSTABLE SPEED CONTROL (ELECTRIC)
- VSD — VARIABLE SPEED CONTROL (MECHANICAL)
- VFD — VARIABLE FREQUENCY DRIVE
- LASER — NON-CONTACT LASER FLOW VELOCITY SENSOR
- M — REDUCER / MOTOR DRIVE UNIT
- ETHERNET MODEM — ETHERNET MODEM
- ETHERNET SWITCH — ETHERNET SWITCH
- INTERNET MODEM — INTERNET MODEM
- VPN ROUTER AND FIREWALL — VPN ROUTER AND FIREWALL
- RADIO / MODEM — ETHERNET (RADIO / MODEM)
- F/O | M — MEDIA CONVERTER FIBER OPTIC TO ETHERNET
- MCP-PLC — PLC MAIN CONTROL PANEL
- EH — ETHERNET HUB (SWITCH)
- INDUSTRIAL PC — COMPUTER TERMINAL
- KEYPAD
- ANTENNA
- BFP — BACKFLOW PREVENTER
- EXHAUST SILENCER
- ANTI-VORTEX PLATE
- M — MIXER
- FLOOR DRAIN
- FLEXIBLE HOSE
- INJECTION WELL
- H — HOSE CONNECTION
- F — FLUSHING CONNECTION
- S — SAMPLE POINT
- PROCESS FLUME
- STATIC MIXER
- AIR RELEASE VALVE (W/GAUGE AND W/O GAUGE)
- QUICK COUPLING HOSE CONNECTION
- THREADED HOSE CONNECTION
- BULKHEAD FITTING
- EMERGENCY EYEWASH / SHOWER HEAD
- EMERGENCY EYEWASH / SHOWER SIGNAL LIGHT
- SEPERATOR
- EDUCTOR
- WASTE CONTAINER
- AIR COMPRESSOR
- AC — INSTRUMENT AIR COMPRESSOR
- FILTER / REGULATOR
- BLOWER FAN
- UNION
- "Y" STRAINER
- "T" STRAINER
- FLANGE
- EXPANSION JOINT

## PUMP SYMBOLS

- S — SUBMERSIBLE PUMP
- ROTARY GEAR PUMP
- CENTRIFUGAL PUMP FOOT MOUNTED
- CENTRIFUGAL PUMP RECEIVER MOUNTED
- GRINDER PUMP
- POSITIVE DISPLACEMENT PUMP
- VC — VERTICAL CANTILEVERED PUMP
- VT — VERTICAL TURBINE PUMP IN CAN
- VP — VERTICAL CENTRIFUGAL PUMP
- VT — VERTICAL TURBINE PUMP
- DOUBLE DIAPHRAGM PUMP (AIR OPERATED)
- M — DOUBLE DIAPHRAGM PUMP (ELECTRIC MOTOR OPERATED)
- CHEMICAL FEED PUMP (DIAPHRAGM)
- VAC FEED — VACUUM CHEMICAL DOSING UNIT
- M — PROGRESSIVE CAVITY PUMP

## FUNCTION INDICATOR LEGEND

- STATUS LIGHT, PANEL MOUNTED
- AUDIBLE HORN
- PANEL MOUNTED DEVICE
- SUB PANEL MOUNTED DEVICE
- FIELD MOUNTED DEVICE
- COMPUTER FUNCTION
- PLC FUNCTION
- SHARED DISPLAY / CONTROL (OF COMPUTER OR PLC FUNCTION)
- LE/LT — LEVEL ELEMENT / TRANSMITTER (CAPACITANCE PROBE)
- LE/LT — LEVEL ELEMENT / TRANSMITTER (ULTRASONIC)
- LT / LE — LEVEL ELEMENT / TRANSMITTER (SUBMERSIBLE)
- AE XX — PROBE: WHERE (XX) = pH = pH PROBE, COND = CONDUCTIVITY PROBE

## LINETYPE AND ANNOTATION SYMBOLS

| PROPOSED | EXISTING | |
|---|---|---|
| | | PRIMARY PROCESS LINE |
| | | SECONDARY PROCESS LINE |
| | | TERTIARY PROCESS LINE |
| | | ELECTRICAL SIGNAL |
| A | A | ANALOG SIGNAL |
| V | V | VENDOR SUPPLIED CABLE |
| | | PNEUMATIC LINE |
| | | CAPILLARY TUBING |
| X | X | CAPILLARY TUBING |
| | | COPPER TUBING |
| | | HOSE |
| EN | EN | ETHERNET CABLE |
| FO | FO | FIBER OPTIC CABLE |
| 120V,1Ø | 120V,1Ø | 120V POWER SUPPLY |
| 480V,3Ø | 480V,3Ø | 480V POWER SUPPLY |
| | | WIRING CONTINUATION |

- P-XXX / PUMP — EQUIPMENT IDENTIFIER AND DESCRIPTION
- XX — PLC INPUT / OUTPUT TERMINAL (DI / DO)
- SLOPE LINE
- LINE CONTENTS / ID | REF. DWG. NO. / NOTE — LINE CONTINUATION IN OR OUT OF DRAWING
- SYSTEM NAME — LINE CONTINUATION TO PROCESS / STORAGE
- UP- / PROCESS / (EXISTING) — EXISTING UNIT PROCESS
- UP- / PROCESS / SHEET # — PROPOSED UNIT PROCESS

## EQUIPMENT AND TANK LEGEND

- CHEM / TANK ID — CHEMICAL TANK
- CHEM / TANK ID — ROUND STORAGE TANK
- CHEM / TANK ID — CLOSED TOP TANK
- CHEM / TANK ID — OPEN TOP TANK
- TANK ID — BURIED / BELOW GRADE TANK


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BID NUMBER : 2021B-005

PROCESS AND INSTRUMENTATION (SHEET 2)

DWG NO. 08 OF 28
SHEET G-08
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


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# DESIGN CRITERIA

## PALM SPRINGS BUILDING DEPARTMENT REQUIREMENTS:

1) CONTRACTOR SHALL COORDINATE AND OBTAIN ALL PERMITS REQUIRED FOR THE EXECUTION OF THE WORK FROM THE VILLAGE OF PALM SPRINGS BUILDING DEPARTMENT.

2) CONTRACTOR SHALL REGISTER WITH PALM SPRINGS LAND DEVELOPMENT.

3) FOLLOWING APPROVAL BY ENGINEER, CONTRACTOR SHALL SUBMIT PRODUCT APPROVAL DOCUMENTATION FOR THE FOLLOWING ITEMS TO THE BUILDING DEPARTMENT.

   – N/A

4) SEPARATE PERMITS WILL BE REQUIRED FOR THE FOLLOWING:

   – OTHER PERMITS AS MAY BE REQUIRED BY BUILDING OFFICIAL.

6) REFER TO SPECIFICATIONS SECTION 01010–SUMMARY OF WORK FOR ADDITIONAL INFORMATION.

## FLOOD ELEVATION:

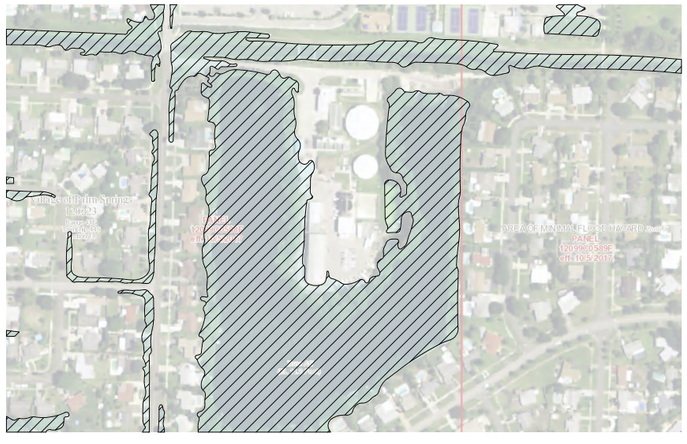
| | |
|---|---|
| 100 YEAR FLOOD ELEVATION: | 11.20' NAVD88 (12.71' NGVD29) |
| (DATA FROM PALM BEACH COUNTY FEMA FLOOD MAP – 12099C0588F) (EFFECTIVE OCT 5, 2017) | |

## LEGEND

ZONE AE (EL 16.3) NAVD88

OTHER AREAS (ZONE X / D)

NORTH




FEMA FLOOD ZONE MAP (NOT TO SCALE)

## BUILDING / STRUCTURAL

CODES

- FLORIDA BUILDING CODE, 2017, 6TH EDITION
- FLORIDA FIRE PROTECTION CODE, LATEST EDITION
- NATIONAL ELECTRIC CODE 2014
- ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
- ALUMINUM DESIGN MANUAL "SPECIFICATIONS FOR ALUMINUM STRUCTURES", LATEST EDITION
- CRSI HANDBOOK
- AISC MANUAL OF STEEL CONSTRUCTION
- MASONRY CONSTRUCTION SHALL CONFORM TO LATEST ACI CODE REQUIREMENTS FOR CONCRETE MASONRY STRUCTURES (ACI 530 / ASCE 5 / TMS 402), SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1 / ASCE 6 / TMS 602) ASTM C476, ASTM C1019, AND NCMA TEK 107.

**GENERAL STRUCTURE SCHEDULE**

| STRUCTURE | GROSS AREA (SF) | OCCUPANCY | TYPE OF CONSTRUCTION | OCCUPANCY LOAD |
|---|---|---|---|---|
| N/A | N/A | N/A | N/A | N/A |
| | | | | |

(1) ALL STRUCTURES ARE NON–HABITABLE.

LIFE SAFETY PLAN ELEMENTS

| | |
|---|---|
| – MEANS OF EGRESS | |
| MINIMUM CLEAR OPENING OF DOORS: | 32" (REQUIRED PER FBC 1010.1.1) |
| MINIMUM HEADROOM: | 7'–6" (REQUIRED PER FBC 1003.2) |
| MINIMUM DOORWAY HEADROOM: | 6'–8" (REQUIRED PER FBC 1010.1.1) |
| MINIMUM STAIR WIDTH: | 36" (REQUIRED PER FBC 1011.2, EXCEPTION 1) |
| MINIMUM STAIRWAY HEADROOM: | 6'–8" (REQUIRED PER FBC 1011.3) |
| – EXITS | |
| NUMBER OF EXITS REQUIRED: | 1 REQUIRED PER SPACE PER FBC 1022.1 |
| NUMBER OF EXITS PROVIDED: | 1 PER ROOM (MINIMUM) |
| SPECIAL EXIT REQUIREMENTS: | 2 REQUIRED PER ROOM WHERE INPUT CAPACITY TO LARGEST PIECE OF INSTALLED EQUIPMENT IS >117KW |
| – TRAVEL DISTANCE | |
| ALLOWABLE TRAVEL DISTANCE: | 75' PER FBC TABLE 1006.2.1 (GROUP F – WITHOUT SPRINKLER SYSTEM) |

DESIGN LOADING CRITERIA

| | |
|---|---|
| – DESIGN LOADS | |
| EQUIPMENT: | ACTUAL |
| BRIDGE CRANE OR MONORAIL | ACTUAL |
| ROOF, SUPERIMPOSED: | ACTUAL, 15 PSF MIN. |
| – LIVE LOADS: | |
| ROOF (MIN., UNREDUCED): | 20 PSF |
| WALKWAYS AND PLATFORMS: | 100 PSF |
| FLOOR: | 100 PSF (OR HS20–44, IF APPLIES) |
| PROCESS SLABS: | 200 PSF |
| – IMPACT LOADS | |
| TRAVELING CRANES AND HOSTS: | 25% OF THE LIFTED LOAD |
| ROTATING EQUIPMENT: | 20% OF THE MACHINE WEIGHT |
| RECIPROCATING EQUIPMENT: | 50% OF THE MACHINE WEIGHT |
| – WIND DESIGN DATA: | |
| **DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7–10 FOR THE FOLLOWING WIND PRESSURE DATA PER FLORIDA BUILDING CODE SECTION 1603.1.4:** | |
| ULTIMATE WIND SPEED ($V_{ult}$) | 180 MPH (3 SECOND GUST) |
| NOMINAL DESIGN WIND SPEED ($V_{asd}$) | 139 MPH (FBC TABLE 1609.3.1) |
| RISK CATEGORY: | III |
| EXPOSURE CATEGORY: | C |
| INTERNAL PRESSURE COEFFICIENT: | ± 0.55 |

## BUILDING / STRUCTURAL (CONTINUED)

| | |
|---|---|
| – BUOYANCY | |
| ASSUMED GROUND WATER | |
| ELEVATION FOR BUOYANCY LOAD: | FINISH GRADE |
| FACTOR OF SAFETY: | 2.0 |
| – EARTHQUAKE DESIGN DATA (SEISMIC ZONE): | |
| NOT APPLICABLE | |
| – FOUNDATIONS | |
| DESIGN LOAD–BEARING VALUE OF SOILS: | 2000 PSF |

MATERIALS OF CONSTRUCTION

| | |
|---|---|
| – STRUCTURAL CAST–IN–PLACE | |
| CONCRETE, MIN. f'c @ 28 DAYS: | 4,000 PSI (OR AS SPECIFIED) |
| – STRUCTURAL PRECAST/PRETENSIONED/PRE–STRESSED | |
| CONCRETE, MIN. f'c @ 28 DAYS: | 5,000 PSI |
| – PRESTRESSING TENDON/STRAND: | ASTM A416/A21 |
| – STRUCTURAL STEEL: | |
| ROLLED W SHAPES, ASTM A572: | 50,000 PSI |
| ANGLES, CHANNELS AND PLATES, ASTM A36: | 36,000 PSI |
| TUBE SECTIONS, ASTM A500, GRADE C, fy: | 46,000 PSI |
| – MASONRY: | |
| CMU UNITS, GRADE N–1, COMPRESSIVE STRENGTH: | 1,900 PSI (ASTM C90) |
| COMPRESSIVE STRENGTH OF MORTAR, TYPE S: | 1,800 PSI (ASTM C270) |
| COMPRESSIVE STRENGTH OF GROUT: | 3,000 PSI (ASTM C476) |
| MASONRY UNIT ASSEMBLY, f'm: | 1,500 PSI |
| – REINFORCING STEEL, fy: | 60,000 PSI |
| **REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED: (SEE REINFORCEMENT CLEARANCE DETAIL, THIS SHEET)** | |
| CONCRETE CAST AGAINST EARTH | 3" |
| FORMED SURFACED IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED TO WEATHER | 2" |
| FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL | |
| –SLABS AND WALL | 2" |
| –BEAMS AND COLUMNS | 1–1/2" |
| **– SPLICES AND LAPS OF DEFORMED BARS:** | |
| MINIMUM BAR LAP (TYPICAL): | (SEE LAP SPLICE SCHEDULE, THIS SHEET) |
| TENSION LAPS: | IN ACCORDANCE WITH ACI 318 |
| OTHER LAP DISTANCES: | AS INDICATED ON DRAWINGS |

## GENERAL CONDITIONS

ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, ELECTRICAL AND SHOP DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE FACILITY. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATION AND OTHER WORK.

SIZE AND LOCATION OF EQUIPMENT PADS AND ANCHOR BOLTS SHALL BE PER EQUIPMENT MANUFACTURER'S REQUIREMENTS AND APPROVED SUBMITTALS.

ANY EQUIPMENT THAT MAY INDUCE VIBRATION TO THE STRUCTURE SHALL BE ADEQUATELY ISOLATED FROM THE STRUCTURE.

ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/8" TOOLED EDGE AT ALL EXPOSED EDGES UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.


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BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

DESIGN CRITERIA

DWG NO. 09 OF 28
SHEET G-09
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-MULTI.dwg; Plotted @: 4/5/2021 8:45:33 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

## PIPING SCHEDULE NOTES

1) H = HYDROSTATIC PRESSURE TEST
   P = PNEUMATIC PRESSURE TEST
2) DISINFECTION OF THE PIPING SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 15029–TESTING AND DISINFECTION (PIPELINE, STRUCTURES AND EQUIPMENT)
3) EXPOSED PIPE, INTERIOR & EXTERIOR, SHALL BE PREPARED AND PAINTED (COLOR CODED) AND LABELED. PREPARATION, PAINTING AND LABELING SHALL BE AS SPECIFIED IN SECTION 09900 – PROTECTIVE COATINGS AND AS SCHEDULED IN THE ARCHITECTURAL DRAWINGS.
4) COLOR CODES ARE TNEMEC.
5) EXPOSED PIPING SHALL BE LABELED EVEN IF NOT PAINTED.
6) BURIED PIPING SHALL BE STRIPED PER APPLICABLE SERVICE COLOR CODE. MINIMUM 2" WIDE STRIPE ON FOUR (4) QUADRANTS OF PIPE.
7) FLEXIBLE TUBING SHALL BE BANDED PER COLOR CODE AT 5'–0" O.C. BANDING SHALL BE FLEXIBLE COLORED TAPE, 1" MINIMUM WIDTH.
8) OTHER PIPING REQUIREMENTS NOT LISTED HERE SHALL BE AS NOTED ON DRAWINGS.

## NEW PIPING SCHEDULE – YARD PIPING

| SERVICE | LEGEND | MATERIAL | SPEC SECTION | MAX OPERATING PRESSURE (PSIG) | TEST PRESSURE & TYPE (PSIG)–(1) | DISINFECTION (2) | COLOR CODING (3,4,5,6,7) | REMARKS |
|---|---|---|---|---|---|---|---|---|
| HIGH PRESSURE AIR | HPA | MTS (BLACK STEEL) | 12.1 | 125 | 185–P | – | – | – BETWEEN COMPRESSOR AND AIR MANAGEMENT PANEL |
| HIGH PRESSURE AIR | HPA | SST | 12.3 | 90 | 135–P | – | – | – SERVICE CONNECTIONS AIR MANAGEMENT PANEL TO CONVEYANCE VESSEL |
| | | | | | | | | |

( ) NUMBER(S) IN PARENTHESES REFER TO NOTES LISTED IN "PIPING SCHEDULE NOTES" THIS SHEET.

## GENERAL MECHANICAL NOTES

1) CONTRACTOR SHALL VERIFY EXISTING PIPING LOCATIONS AND ELEVATIONS. REVISE PROPOSED PIPING INSTALLATIONS AS REQUIRED. REVISIONS SHALL BE AS APPROVED BY THE ENGINEER.
2) PIPING MATERIALS SHALL BE AS INDICATED BY THE PIPING SCHEDULE.
3) ALL DI YARD PIPING 4" AND LARGER SHALL BE RESTRAINED AS PER (STD DTL 401).
4) ALL PIPING SHALL BE INSTALLED WITH A MINIMUM COVER OF 30" UNLESS NOTED OTHERWISE. PIPING ELEVATION REQUIREMENTS NOTED SHALL TAKE PRECEDENCE.
5) ALL BURIED VALVES SHALL BE INSTALLED PER THE REQUIREMENTS OF THE STANDARD DETAILS.
6) SEE (STD DTL 405) FOR UTILITY TRENCH REQUIREMENTS OF PAVED AND NON–PAVED AREAS.
7) THRUST BLOCKS ALLOWED AT LOCATIONS NOTED ONLY.
8) SEE CIVIL DRAWINGS FOR SITE RESTORATION REQUIREMENTS.
9) WHERE EXISTING PIPING SYSTEMS ARE SHOWN TO BE REMOVED, THE PIPING NEED ONLY BE REMOVED TO FACILITATE CONSTRUCTION OF NEW IMPROVEMENTS. WHERE SECTIONS OF ABANDONED PIPING REMAIN THE EXPOSED ENDS SHALL BE GROUT PLUGGED OR CAPPED. (METHOD NOTED ON DRAWINGS)
10) GENERAL PIPE SUPPORT INFORMATION/REQUIREMENTS:
    A. PIPING SHALL BE SUPPORTED, IN GENERAL, AS DESCRIBED HEREINAFTER AND AS SHOWN BY THE PIPE SUPPORT DETAILS ON THE DRAWINGS. MANUFACTURER'S CATALOG FIGURE NUMBERS ARE TYPICAL OF THE TYPES AND QUALITY OF STANDARD PIPE SUPPORTS AND HANGERS TO BE EMPLOYED.
    B. NO ATTEMPT HAS BEEN MADE TO SHOW ALL REQUIRED PIPE SUPPORTS IN ALL LOCATIONS, EITHER ON THE DRAWINGS OR IN THE DETAILS. THE ABSENCE OF PIPE SUPPORTS AND DETAILS ON ANY DRAWINGS SHALL NOT RELIEVE THE CONTRACTOR OF THE RESPONSIBILITY FOR PROVIDING THEM THROUGHOUT THE PROJECT.
    C. WHERE PIPING CONNECTS TO EQUIPMENT IT SHALL BE SUPPORTED BY A PIPE SUPPORT AND NOT BY THE EQUIPMENT UNLESS NOTED OTHERWISE.
    D. PIPE SUPPORT TYPES SHALL BE PER THE SPECIFICATIONS AND STANDARD DETAILS.
    E. IN GENERAL, THE TYPE OF PIPE SUPPORTS TO BE USED SHALL BE AS FOLLOWS UNLESS SHOWN OTHERWISE ON DRAWINGS:

| PIPE CENTERLINE ABOVE FLOOR | TYPE OF PIPE | TYPE OF SUPPORT |
|---|---|---|
| 0 – 5 FT. | DUCTILE IRON | CONCRETE |
| > 5 FT. | DUCTILE IRON | ADJUSTABLE PIPE SADDLE, BRACKETS, SUPPORTS OR HANGERS |
| ANY HEIGHT | PLASTIC | SST OR FRP STRUT SYSTEM OR HANGERS |
| ANY HEIGHT | METAL (DUCTILE IRON) | SST OR FRP STRUT SYSTEM OR HANGERS |

    F. PIPE SUPPORT SPACING

| NOMINAL PIPE SIZE (INCHES) | DUCTILE IRON (FEET) | METALLIC NON–DUCTILE (FEET) | PLASTIC (FEET) |
|---|---|---|---|
| 1/2 | – | 5 | 3 |
| 3/4 TO 1–1/2 | – | 5 | 5 |
| 2 TO 3 | – | 5 | 5 |
| 4 | 10 | 10 | 5 |
| 6 AND LARGER | 10 | 10 | 5 |

    G. HANGER ROD SIZING

| NOMINAL PIPE SIZE (INCHES) | DUCTILE IRON (INCHES) | METALLIC NON–DUCTILE (INCHES) | PLASTIC (INCHES) |
|---|---|---|---|
| 1/2 TO 3 | – | 3/8 | 3/8 |
| 3 | – | 1/2 | 1/2 |
| 4 | 5/8 | 5/8 | 5/8 |
| 6 TO 8 | 7/8 | 3/4 | 3/4 |
| 10 TO 16 | 1 | 1 | 5 |
| 18 | 1–1/8 | 1–1/8 | 1–1/8 |
| 20 TO 24 | 1–1/4 | 1–1/4 | 1–1/4 |
| 30 AND ABOVE | SEE DWGS | SEE DWGS | SEE DWGS |

    WHEN SUPPORTING DUCTILE IRON PIPE, LOCATE HANGER RODS AT ALL NONDRYING JOINTS AND AT EACH CHANGE OF DIRECTION.
    H. ALL PIPING SHALL BE SUPPORTED IN A MANNER WHICH WILL PREVENT UNDUE STRAIN ON ANY VALVE, FITTING, OR PIECE OF EQUIPMENT. IN ADDITION, PIPE SUPPORTS SHALL BE PROVIDED AT CHANGES IN DIRECTION OR ELEVATION, ADJACENT TO FLEXIBLE COUPLINGS, AND WHERE OTHERWISE SHOWN. PIPE SUPPORTS AND HANGARS SHALL NOT BE INSTALLED IN EQUIPMENT ACCESS AREAS OR BRIDGE CRANE RUNS.
11) ALL PIPING PENETRATIONS OF SLABS, FLOORS, WALLS AND ROOFS SHALL BE AS SHOWN ON THE DRAWINGS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE SIZE AND LOCATION OF ALL STRUCTURE PENETRATIONS PRIOR TO POURING CONCRETE.
12) WHERE VALVE HANDWHEELS ARE SHOWN, VALVE ORIENTATION SHALL BE AS SHOWN. WHERE VALVE ORIENTATION IS NOT SHOWN, VALVES SHALL BE ORIENTED TO PERMIT EASY ACCESS TO THE HANDWHEELS, AND TO AVOID INTERFERENCES.
13) GENERAL REQUIREMENTS FOR UNIONS:
    A. UNIONS SHALL BE INSTALLED WHERE REQUIRED FOR PIPING OR EQUIPMENT INSTALLATION, EVEN THOUGH THEY ARE NOT SHOWN ON THE DRAWINGS.
    B. UNIONS SHALL NOT BE REQUIRED AT LOCATIONS WHERE ANOTHER TYPE OF BREAKABLE CONNECTION HAS BEEN PROVIDED (I.E., FLANGES, UNLESS SPECIFICALLY NOTED ON DRAWINGS.)
    C. UNIONS SHALL BE PROVIDED FOR ALL PIPING TO EQUIPMENT CONNECTIONS.
    D. UNIONS SHALL BE PROVIDED FOR REMOVAL OF ALL INLINE VALVES AND DEVICES.
14) ALL PVC PIPE LESS THAN OR EQUAL TO 4" SHALL BE PROTECTED AT GRADE PER (STD–437).

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: M.SIQUIERA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

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**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

PIPING SCHEDULE AND GENERAL MECHANICAL NOTES

DWG NO. 10 OF 28
SHEET G-10
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DATE APRIL 1, 2021

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## SPECIFICATIONS

1.0 GENERAL

1.1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF:

1.1.1 FLORIDA BUILDING CODE, LATEST EDITION.

1.1.2 VILLAGE OF PALM SPRINGS PLANNING, ZONING, AND BUILDING DEPARTMENTS.

1.2 PROJECT GENERAL REQUIREMENTS ARE SPECIFIED IN DIVISION 1 – GENERAL REQUIREMENTS OF THE SPECIFICATIONS BOOKLET.

1.3 PRE–CONSTRUCTION MEETING

1.3.1 PRE–CONSTRUCTION CONFERENCE WILL BE HELD PRIOR TO THE BEGINNING OF CONSTRUCTION WITH THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD.

1.4 INSPECTIONS

1.4.1 THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO ANY REQUIRED INSPECTION OF THE CONSTRUCTED IMPROVEMENT.

1.4.2 THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD NO LATER THAN 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS.

1.5 SHOP DRAWINGS

1.5.1 PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED/APPROVED BY THE ENGINEER OF RECORD INCLUDING BUT NOT LIMITED TO: PRECONSTRUCTION VIDEO, PIPING/VALVES, EQUIPMENT, ELECTRICAL MATERIALS, AND CONCRETE, DOORS, MISCELLANEOUS ACCESSORIES/MATERIALS.

1.5.2 REFER TO SPECIFICATIONS SECTION 01300 – SUBMITTALS.

1.6 PROJECT CLOSE–OUT

1.6.1 CLEANING UP

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.

2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR THOSE OF SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY ROADWAY OR DRIVEWAY, SIDEWALK, AND LANDSCAPE WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, SWALES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

1.6.2 REFER TO SPECIFICATIONS SECTION 01700 – CONTRACT CLOSEOUT.

1.7 PROJECT RECORD DOCUMENTS

1.7.1 REFER TO SECTION 01720 – PROJECT RECORD DOCUMENTS.

2.0 DEMOLITION

2.1 THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND INCIDENTALS REQUIRED FOR DEMOLITION, REMOVAL AND DISPOSAL WORK AS SHOWN ON THE CONTRACT DRAWINGS.

2.2 WORK SHALL INCLUDE, BUT NOT LIMITED TO, THE DEMOLITION AND REMOVAL OF EXISTING STRUCTURES, EQUIPMENT, AND OTHER EXISTING SITE IMPROVEMENTS AS NECESSARY TO INSTALL THE NEW WORK AS SHOWN ON THE CONTRACT DRAWINGS. DEMOLITION INCLUDES STRUCTURAL CONCRETE, FOUNDATIONS, WALLS, STRUCTURAL STEEL, METALS, MASONRY, ATTACHMENTS, APPURTENANCES, PIPING, ELECTRICAL AND MECHANICAL EQUIPMENT, PAVING, CURBS, WALKS, AND SIMILAR EXISTING FACILITIES.

2.3 CONTRACTOR TO SUBMIT PROPOSED DEMOLITION PROCEDURES AND SCHEDULE OF WORK.

2.4 PROTECT EXISTING STRUCTURES AND EQUIPMENT WHICH ARE NOT TO BE ALTERED.

2.5 ALL MATERIALS AND EQUIPMENT REMOVED FROM EXISTING WORK SHALL BECOME THE PROPERTY OF THE CONTRACTOR EXCEPT FOR THOSE WHICH THE OWNER HAS IDENTIFIED AND MARKED FOR OWNER'S USE. ALL MATERIALS AND EQUIPMENT MARKED BY THE OWNER TO REMAIN THE OWNER'S SHALL BE CAREFULLY REMOVED BY THE CONTRACTOR SO AS NOT TO BE DAMAGED, CLEANED AND STORED ON OR ADJACENT TO THE SITE IN A PROTECTED PLACE SPECIFIED BY THE ENGINEER OR OWNER OR LOADED ONTO TRUCKS PROVIDED BY THE OWNER. THE OWNER HAS MARKED THE FOLLOWING ITEMS TO BE SALVAGED:

– AS NOTED ON DRAWINGS.

2.6 THE CONTRACTOR SHALL DISPOSE OF ALL DEMOLITION MATERIALS, EQUIPMENT, DEBRIS, AND ALL OTHER ITEMS NOT MARKED BY THE OWNER TO REMAIN AS HIS, OFF THE SITE AND IN CONFORMANCE WITH ALL EXISTING APPLICABLE LAWS AND REGULATIONS.

2.7 POLLUTION CONTROLS

2.7.1 USE WATER SPRINKLING, TEMPORARY ENCLOSURES, AND OTHER SUITABLE METHODS TO LIMIT THE AMOUNT OF DUST AND DIRT RISING AND SCATTERING IN THE AIR TO THE LOWEST PRACTICAL LEVEL. COMPLY WITH GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.

1 DO NOT USE WATER WHEN IT MAY CREATE HAZARDOUS OR OBJECTIONABLE CONDITIONS SUCH AS FLOODING, POLLUTION, AND GROUNDWATER CONTAMINATION.

2 CLEAN ADJACENT STRUCTURES, FACILITIES AND IMPROVEMENTS OF DUST, DIRT AND DEBRIS CAUSED BY DEMOLITION OPERATIONS.

3 MATERIAL GENERATED FROM DEMOLITION SHALL NOT BE USED AS BACKFILL.

2.8 DEMOLITION

2.8.1 THE CONTRACTOR SHALL COMPLETELY REMOVE ALL EQUIPMENT, PIPING, AND STRUCTURES AS SHOWN ON THE CONTRACT DRAWINGS UNLESS OTHERWISE DIRECTED BY THE ENGINEER.

2.8.2 ALL CONCRETE, BRICK, TILE, CONCRETE BLOCK, ROOFING MATERIALS, REINFORCEMENT, STRUCTURAL OR MISCELLANEOUS METALS, PLASTER, WIRE MESH AND OTHER ITEMS CONTAINED IN OR UPON THE STRUCTURE SHALL BE REMOVED AND TAKEN FROM THE SITE, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

2.9 CLEAN–UP AND DISPOSAL

2.9.1 CONTRACTOR SHALL REMOVE FROM THE SITE ALL DEBRIS RESULTING FROM THE DEMOLITION OPERATIONS AS IT ACCUMULATES. UPON COMPLETION OF THE WORK, ALL MATERIALS, EQUIPMENT, WASTE AND DEBRIS OF EVERY SORT SHALL BE REMOVED AND THE PREMISES SHALL BE LEFT CLEAN, NEAT AND ORDERLY.

2.9.2 ALL MATERIALS AND DEBRIS RESULTING FROM DEMOLITION AND REMOVAL OPERATIONS SHALL BE DISPOSED OF OFF–SITE IN AN AUTHORIZED, PERMITTED DISPOSAL SITE.

3.0 RESTORATION

3.1 CONTRACTOR SHALL REMOVE AND LAWFULLY DISPOSE OF ALL DEBRIS RESULTING FROM WORK.

3.2 ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, STORAGE, OR OTHER CONTRACT ACTIVITY SHALL BE SODDED AS SPECIFIED HEREIN.

3.3 EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.

3.4 SAW CUT AND PATCH EXISTING CONCRETE OR ASPHALT PAVEMENT DAMAGED BY WORK. SAW CUT FULL RECTANGULAR AREAS. NO STAIR STEP OR IRREGULAR PATCHES.

3.5 CONCRETE OR ASPHALT PATCHES SHALL BE AS SPECIFIED HEREIN AND MATCH EXISTING THICKNESS AND GRADE.

4.0 RESTORATION MATERIALS

4.1 SOD

4.1.1 SOD SHALL BE OF FIRM TEXTURE HAVING A COMPACTED GROWTH AND GOOD ROOT DEVELOPMENT. SOD IS TO CONTAIN NO WEEDS OR UNDESIRABLE NATIVE GRASSES AND BE FREE FROM FUNGUS, VERMIN AND DISEASES. SOD TO BE NOT LESS THAN TWO (2) YEARS OLD. PROVIDE SOD CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED (VIABLE, NOT DORMANT).

4.1.2 SOD SHALL BE SELECTED TO MATCH THE EXISTING VARIETIES AND TYPES ENCOUNTERED, AS APPLICABLE. SOD SHALL BE BAHIA FOR NON–IRRIGATED AREAS AND FLORATAM FOR IRRIGATED AREAS.

4.1.3 SOD SELECTION SHALL BE APPROVED IN FIELD BY RESIDENT PROJECT REPRESENTATIVE.

5.0 PROTECTIVE COATING

5.1 PRODUCTS SHALL BE AS MANUFACTURED BY TNEMEC COMPANY, OR EQUAL.

5.2 SYSTEMS NO. 4E – EXPOSED METAL (EXISTING/SHOP PRIMED) – HIGHLY CORROSIVE.

| | |
|---|---|
| SURFACE PREPARATION: (EXISTING) | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS BY HIGH PRESSURE WATER BLASTING. REMOVE ALL RUST AND LOOSE DAMAGED PAINT BY ABRASIVE BLAST CLEANING PER SSPC–SP7 (BRUSH OFF BLAST) OR BY SSPC–SP2 & 3 HAND & POWER TOOL CLEANING. |
| SURFACE PREPARATION | EXISTING METAL PRODUCTS SHALL BE SHOP PRIMED (SHOP PRIMED) PER APPLICABLE SPECIFICATION SECTIONS. |
| SPOT PRIME: | SPOT PRIME ALL BARE METAL AREAS WITH AN EPOXY MASTIC (SERIES 135) AT 5.0 MILS DFT. |
| PRIME COAT: | EPOXY MASTIC (SERIES 135) 3.0 MILS DFT. |
| SEALANT: | APPLY SINGLE COMPONENT SEALANT AS SPECIFIED. AT LOCATION WHERE TWO PIECES OF STEEL OVERLAP, BETWEEN FLANGES, AT BOLTS, ETC. |
| MDFT: | 8.0 MILS FOR THE TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

5.3 SYSTEM NO. 7E – INTERIOR METAL (EXISTING/SHOP PRIMED) – HIGHLY CORROSIVE.

| | |
|---|---|
| SURFACE PREPARATION: (EXISTING) | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS BY HIGH PRESSURE WATER BLASTING. REMOVE ALL RUST AND LOOSE DAMAGED PAINT BY ABRASIVE BLAST CLEANING PER SSPC–SP7 (BRUSH OFF BLAST) OR BY SSPC–SP2 & 3 HAND & POWER TOOL CLEANING. |
| SURFACE PREPARATION: (SHOP PRIMED) | FABRICATED METAL PRODUCTS SHALL BE SHOP PRIMED PER APPLICABLE SPECIFICATION SECTIONS. |
| SPOT PRIME (EXISTING): | SPOT PRIME ALL BARE METAL AREAS WITH AN EPOXY MASTIC AT 5.0 MILS DFT. |
| PRIME COAT: | EPOXY (NON–POTABLE)(SERIES 66) 7.0 MILS DFT. |
| TOP COAT: | EPOXY (NON–POTABLE)(SERIES 66) 3.0 MILS DFT. |
| MDFT: | 10.0 MILS FOR THE TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED IN DRAWINGS. |

5.4 SYSTEM NO. 24 – EXPOSED FRP, PVC.

| | |
|---|---|
| SURFACE PREPARATION: | SOLVENT CLEANING, SSPC–SP1, TO REMOVE SOLUBLE CONTAMINANTS. REMOVE ALL INSOLUBLE CONTAMINANTS OR FOREIGN MATERIALS BY HAND, SSPC–SP2, OR POWER TOOL CLEANING, SSPC–SP3. |
| PRIME COAT: | EPOXY (SERIES 66) AT 2.0 – 4.0 MILS DFT. |
| TOP COAT: | HIGH BUILD ACRYLIC POLYURETHANE (SERIES 73) AT 2.0 – 4.0 MILS DFT. |
| MDFT: | 6.0 MILS FOR TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

5.5 SYSTEM NO. 25 – INTERIOR FRP, PVC.

| | |
|---|---|
| SURFACE PREPARATION: | SOLVENT CLEANING, SSPC–SP1, TO REMOVE SOLUBLE CONTAMINANTS. REMOVE ALL INSOLUBLE CONTAMINANTS OR FOREIGN MATERIALS BY HAND, SSPC–SP2, OR POWER TOOL CLEANING, SSPC–SP3. |
| PRIME COAT: | EPOXY (SERIES 66) 3.0 MILS DFT. |
| TOP COAT: | EPOXY (SERIES 66) 3.0 MILS DFT. |
| MDFT: | 6.0 MILS FOR THE TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

5.6 SYSTEM NO. 109E – EXISTING INTERIOR CONCRETE AND MASONRY(SEMI–GLOSS)

| | |
|---|---|
| SURFACE PREPARATION: | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS AND LOOSE PAINT BY HIGH PRESSURE WATER BLASTING (MIN. 3500 PSI WITH TURBO TIP). REMOVE AS MUCH OF THE TOPCOATS FROM THE BLOCK FILLER AS POSSIBLE. ALL REMAINING TOPCOAT MUST BE TIGHTLY ADHERING. FEATHER ALL EDGES OF REMAINING TOPCOAT. |
| SURFACE PROFILE: | ICRI CSP 1 |
| PATCHING: | PATCH ALL EXISTING HOLES IN WALLS WITH NON–SHRINK GROUT AS SPECIFIED. |
| PRIME COAT/BLOCK FILLER: | ONE (1) COAT EPOXY WATERBONE CEMENTITIOUS ACRYLIC (SERIES 130–6602) AT 80 SFPGPC. |
| TOP COAT: | TWO (2) COATS WATERBONE ACRYLIC EPOXY (SERIES 113, SEMI–GLOSS) AT 4.0 – 6.0 MILS DFT PER COAT. |
| COLOR | AS SCHEDULED ON DRAWINGS. |

5.7 SYSTEM NO. 111E – EXISTING EXTERIOR STUCCO CEMENTITIOUS COATING (FLAT)

| | |
|---|---|
| SURFACE PREPARATION: | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS AND LOOSE PAINT BY HIGH PRESSURE WATER BLASTING (MIN. 3500 PSI). |
| SURFACE PROFILE: | ICRI CSP 1 |
| CAULKING: | PREPARE AND FILL ALL SURFACE CRACKS (1/4–INCH) WITH SEALANT AS SPECIFIED. CAULK ALL DOORS, LOUVERS, AND FANS. |
| PATCHING: | PATCH ALL EXISTING HOLES (OR HOLES RESULTING FROM WORK) IN WALLS WITH NON–SHRINK GROUT AS SPECIFIED. |
| CEMENTITIOUS REPAIR: | THOROSEAL PLASTER MIX WITH SPONGE FINISH. (FOR DAMAGED AREAS GREATER THAN 3–INCH DIAMETER) |
| PRIME: | ACRYLIC EMULSION (SERIES 6) AT 2.0–3.0 MILS (287 SFPGPC) |
| TOP COAT: | ACRYLIC EMULSION (SERIES 6) AT 2.0–3.0 MILS (287 SFPGPC). |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

6.0 SEALANTS

6.1 SEALANT SHALL BE ONE–PART POLYURETHANE CONFORMING TO FEDERAL SPECIFICATION TT–S–00230C ADO ASTM C–920, TYPE II CLASS A, NON–SAG ELASTOMERIC SEALANT.

6.2 COLOR SHALL BE SELECTED FROM MANUFACTURER S STANDARDS TO MATCH COLOR OF ADJACENT SURFACES, WHERE APPLICABLE.

6.3 SEALANT SHALL BE SIKA–1A AS MANUFACTURED BY SIKA OR EQUAL.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

SPECIFICATIONS (SHEET 1)

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## SPECIFICATIONS (CONTINUED)

7.0 GROUT

7.1 NON-SHRINK GROUT

7.1.1 CLASS B NON-SHRINK GROUTS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL MEET THE REQUIREMENTS OF CRD C 621.

8.0 MISCELLANEOUS METAL ITEMS

8.1 ADHESIVE ANCHORS

8.1.1 ADHESIVE ANCHORS SHALL BE PARABOND CAPSULE ANCHORS WITH 316 STAINLESS STEEL STUD, NUTS, AND WASHERS, AS MANUFACTURED BY MOLLY DIVISION, OR EQUAL.

8.2 SHELL-TYPE ANCHOR

8.2.1 SHELL-TYPE ANCHORS SHALL BE SELF-DRILLING OR NON-DRILLING RED HEAD ANCHORS AS MANUFACTURED BY PHILLIPS DRILL COMPANY, OR EQUAL.

8.3 WEDGE ANCHORS

8.3.1 WEDGE ANCHORS SHALL BE RED HEAD WEDGE-TYPE ANCHORS AS MANUFACTURED BY THE PHILLIPS DRILL COMPANY, PARABOLT ANCHORS AS MANUFACTURED BY THE MOLLY DIVISION OF EMHART CORPORATION, OR EQUAL.

8.4 MASONRY ANCHORS

8.4.1 3/16" OR 1/4" TAPCON ANCHORS. HEAD TYPE AND EMBEDMENT PER INSTALLATION REQUIREMENTS.

8.4.2 ALLOWED AT LOCATIONS APPROVED BY ENGINEER ONLY.

8.5 MASONRY ANCHORS (SST)

8.5.1 CRETE-FLEX SS4 MASONRY ANCHORS.

9.0 CONCRETE MATERIALS

9.1 TYPE I OR TYPE II CEMENT, AT THE CONTRACTOR'S OPTION, MAY BE USED FOR NON-HYDRAULIC STRUCTURES.

9.2 WATER: POTABLE, SALT FREE CONFORMING TO ASTM C94.

9.3 FINE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33.

FINE AGGREGATE (PUMP): SALT FREE AND CLEAN, CONFORMING TO FDOT 902.

9.4 COARSE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33, MAXIMUM SIZE 1 1/2-INCH (3/4-INCH FOR WATER RETAINING STRUCTURES).

COARSE AGGREGATE (PUMP): SALT FREE AND CLEAN, SIZE #89, FDOT 901.

9.5 ALL AGGREGATES: QUARRIED/MINED IN FRESH WATER ONLY.

9.6 SCREENINGS: SCREENINGS MEETING THE REQUIREMENTS OF FDOT 902-5 MY BE SUBSTITUTED FOR FINE AGGREGATE.

9.7 ASTM A615: "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT".

9.7.1. GRADE: 60

9.7.2. MINIMUM YIELD STRENGTH: 60,000 PSI

9.7.3. SIZE SHALL BE AS INDICATED ON THE DRAWINGS.

9.8 WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.

9.9 EXPANSION JOINT FILLER SHALL BE 1/2-INCH THICK, PREFORMED ASPHALT-IMPREGNATED, EXPANSION JOINT MATERIAL CONFORMING TO ASTM D994.

9.10 CONCRETE ADD MIXTURES

9.10.1 AIR-ENTRAINING

1. PROVIDE AIR-ENTRAINING ADMIXTURE IN ALL CONCRETE. ADMIXTURE SHALL CONFORM TO ASTM C 260, EXCEPT IT SHALL BE NONTOXIC AFTER 30 DAYS AND SHALL CONTAIN NO CHLORIDES. FURNISH MANUFACTURER'S COMPLIANCE STATEMENT FOR THESE REQUIREMENTS.

9.10.2 WATER-REDUCING

1. ALL CONCRETE SHALL CONTAIN A WATER-REDUCING ADMIXTURE. THE ADMIXTURE SHALL CONFORM TO ASTM C 494, TYPE A OR TYPE D, EXCEPT IT SHALL CONTAIN NO CHLORIDES, SHALL BE NONTOXIC AFTER 30 DAYS, AND SHALL BE COMPATIBLE WITH THE AIR-ENTRAINING ADMIXTURES. THE AMOUNT OF ADMIXTURE ADDED TO THE CONCRETE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. FURNISH A COMPLIANCE STATEMENT THAT THE ADMIXTURE USED SATISFIES ALL REQUIREMENTS OF THIS SPECIFICATION.

9.10.3 POZZOLAN (FLY-ASH)

1. THE POZZOLAN TO BE USED IN COMBINATION WITH TYPE I CEMENT, AS PREVIOUSLY SPECIFIED FOR USE IN ALL HYDRAULIC STRUCTURES AND SEWERS, SHALL BE CLASS C OR CLASS F FLY ASH CONFORMING TO ASTM C 618-78 AND FURNISH TEST DATA CONFIRMING THAT THE FLY ASH IN COMBINATION WITH THE CEMENT TO BE USED MEETS ALL STRENGTH REQUIREMENTS, IS COMPATIBLE WITH AIR-ENTRAINING AGENTS AND OTHER ADDITIVES, AND PROVIDES INCREASED SULFATE RESISTANCE EQUIVALENT TO OR BETTER THAN TYPE II CEMENT.

9.10.4 SILICA FUME (MICROSILICA)

1. CONCRETE FOR WATER RETAINING STRUCTURE WALLS SHALL HAVE A SILICA FUME ADMIXTURE. MATERIAL SHALL BE SLURRY OR DENSIFIED FORM. MATERIAL SHALL BE RHEOMAC SF100 AS MANUFACTURED BY MASTER BUILDERS TECHNOLOGIES OR EQUAL. USE OF THIS PRODUCT SHALL BE IN STRICT COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

2. AMOUNT OF MICROSILICA REQUIRED SHALL BE 7% OF CEMENT CONTENT OR MANUFACTURER'S RECOMMENDATION, WHICHEVER IS GREATER.

3. WHERE THIS MATERIAL IS USED, FORMWORK MUST REMAIN IN PLACE AND WATER CURING SHALL BE USED FOR A MINIMUM OF THREE (3) FULL DAYS FROM PLACEMENT OF CONCRETE AND CONCRETE HAS ACHIEVED A MINIMUM OF 2/3 ITS SPECIFIED COMPRESSIVE STRENGTH.

4. USE OF WATER-REDUCING ADMIXTURE IN CONJUNCTION WITH THIS PRODUCT SHALL BE AS RECOMMENDED BY MANUFACTURER.

9.11 BONDING AGENT

9.11.1 PRODUCT SHALL BE RECOMMENDED BY MANUFACTURER AS SUITABLE TO MEET JOB REQUIREMENTS WITH REGARD TO SURFACE, POT LIFE, SET TIME, VERTICAL OR HORIZONTAL APPLICATION, FORMING RESTRICTIONS, ETC. FURNISH MANUFACTURER'S SPECIFIC INSTRUCTIONS FOR THIS JOB APPLICATION, AND OBTAIN ENGINEER'S REVIEW PRIOR TO PURCHASE.

9.11.2 BONDING AGENT SHALL BE AS MANUFACTURED BY EUCLID CHEMICAL, SIKA, OR EQUAL.

9.12 EVAPORATION RETARDANT

9.12.1 EVAPORATION RETARDANT SHALL BE USED WHERE SPECIFIED TO RETARD RAPID EVAPORATION OF BLEEDING WATER FROM EXPOSED CONCRETE. THE EVAPORATION RETARDANT MAY BE USED WITH OR WITHOUT FLUORESCENT COLOR TINT WHICH SHALL DISAPPEAR COMPLETELY UPON DRYING. IT SHALL BE SPRAYED ONTO THE SURFACE OF FRESH CONCRETE IMMEDIATELY AFTER SCREENING TO REACT WITH SURFACE MOISTURE AND SHALL BE REAPPLIED AFTER SMOOTHING THE SURFACE WITH A BULL FLOAT TO ENSURE A CONTINUOUS, COMPACTED MONOMOLECULAR LAYER. THE EVAPORATION RETARDANT SHALL BE CONFILM, AS MANUFACTURED BY MASTER BUILDERS, INC., OR EQUAL.

9.13 CURING COMPOUNDS

9.13.1 NORMAL PLACEMENT WITHOUT SPECIAL FINISH; APPROVED PRODUCTS:

1. MASTER BUILDERS COMPANY: "CONFILM".

2. EQUAL.

9.14 MIX DESIGN REQUIREMENTS

9.14.1 FILLETS, THRUST BLOCKS, SIDEWALKS, AND MISCELLANEOUS NON-STRUCTURAL SLABS ON GRADE.

1. 28 DAY COMPRESSIVE STRENGTH: 3000 P.S.I.

2. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCT.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C 231): 0 PERCENT.

9.14.2 STRUCTURAL (WALLS, COLUMNS, BEAMS, FOOTINGS, FLOOR SLABS AND ELEVATED SLABS) AND PRECAST CONCRETE:

1. 28 DAY COMPRESSIVE STRENGTH: 4000 P.S.I., MINIMUM, OR AS INDICATED ON THE DRAWINGS OR OTHER SECTIONS.

A. STRENGTHS NOTED ON THE DRAWINGS OR OTHER SECTIONS TAKE PRECEDENCE OVER HEREIN SPECIFIED AMOUNTS.

2. WATER-CEMENT RATIO: W/C 0.4.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

5. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

9.14.3 CONCRETE FILL (HOLLOW CORE PLANK CELLS AND PERIMETER CURB):

1. 28 DAY COMPRESSIVE STRENGTH: 4000 P.S.I.

2. WATER-CEMENT RATIO: W/C 0.5.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT

5. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

9.14.4 PAVEMENT (DRIVES/ROADWAYS):

1. 28 DAY COMPRESSIVE STRENGTH: 4000 P.S.I.

2. WATER-CEMENT RATIO: W/C 0.5.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT

5. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

6. SLUMP: N/A (MIX SHALL BE SELF-LEVELING).

9.14.5 EXCAVATABLE FLOWABLE FILL (FOR TRENCH BACKFILL)

1. CEMENT: 50 TO 100 LBS/CY. (OR INDICATED ON DRAWINGS.)

2. POZZOLAN (FLYASH): 0 LBS/CY.

3. FINE AGGREGATE: 2750 LB/CY.

4. WATER: 500 LBS/CY. (MAXIMUM)

5. DYE: ADD PER COLOR NOTED ON DRAWINGS.

6. 28 DAY COMPRESSIVE STRENGTH: 100 PSI (MAXIMUM).

7. SLUMP: N/A (MIX SHALL BE SELF-LEVELING).

9.14.6 CURBS

1. 28 DAY COMPRESSIVE STRENGTH: 3000 PSI

2. SLUMP: 2-INCHES, ± 1-INCH.

3. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

4. ADMIXTURES: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

9.14.7 FLOWABLE FILL (NON-EXCAVATABLE)

1. 28 DAY COMPRESSIVE STRENGTH: 125 PSI (MINIMUM).

2. SLUMP: N/A (MIX SHALL BE SELF-LEVELING).

3. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

4. CEMENT: 75-150 LBS/CT

5. POZZOLAN (FLYASH): 150-600 LBS/CY

6. DYE: ADD PER COLOR NOTED ON DRAWINGS.

7. ADMIXTURES: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

9.15 FORM TOLERANCES

9.15.1 WALL TOLERANCES

1. WALL TYPE W-A

A. DEPRESSIONS IN A WALL SURFACE SHALL NOT BE MORE THAN 5/16-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION. WALL THICKNESSES SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. WALLS SHALL BE PLUMB WITHIN 1/4-INCH IN ANY 10 FEET OR WITHIN 1-INCH IN ITS ENTIRE HEIGHT FROM TOP TO BOTTOM FOR WALLS OVER 40 FEET HIGH.

2 WALL TYPE W-B

A. DEPRESSIONS IN A WALL SURFACE SHALL NOT BE MORE THAN 1/8-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION. WALL THICKNESSES SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. WALLS SHALL BE PLUMB WITHIN 1/4-INCH IN ANY 10 FEET OR WITHIN ½-INCH IN ITS ENTIRE HEIGHT FROM TOP TO BOTTOM FOR WALLS OVER 20 FEET HIGH.

9.15.2 SLAB TOLERANCES

1 SLAB TYPE S-A

A. DEPRESSION IN A SLAB SHALL NOT BE MORE THAN 5/16-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON THE HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION OF A SINGLE PLANE OF A GIVEN SLAB.

2 SLAB TYPE S-B

A. DEPRESSION IN A SLAB SHALL NOT BE MORE THAN 1/8-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON THE HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION OF A SINGLE PLANE OF A GIVEN SLAB.

3 SLAB TYPE S-A AND S-B

A. FINISH SLAB ELEVATION SHALL BE WITHIN ½-INCH OF ELEVATION SPECIFIED EXCEPT THAT SLABS WHICH ARE DESIGNED AND DETAILED TO DRAIN TO A FLOOR DRAIN OR GUTTER SHALL IN FACE ADEQUATELY DRAIN REGARDLESS OF TOLERANCES AND THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO ACHIEVE THIS IMPORTANT FUNCTION IN THE FINISHED STRUCTURE. REPAIR FLOOR SLOPES IN AN APPROVED MANNER IF NECESSARY TO PROVIDE COMPLETE DRAINAGE. SLABS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM THE THICKNESS SHOWN AND SHALL ALSO SATISFY THE ABOVE REQUIREMENTS.

4 BEAMS AND COLUMNS

A. BEAM TYPE B-A

- BEAMS' PHYSICAL DIMENSIONS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. ELEVATIONS SHALL BE WITHIN ½-INCH PLUS OR MINUS EXCEPT WHERE THE TOPS OF BEAMS BECOME PART OF A FINISHED SLAB AND IN THIS CASE REFER TO SLAB TOLERANCES ALSO.

B. COLUMN TYPE C-A

- COLUMN PHYSICAL DIMENSIONS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. COLUMNS SHALL BE PLUMB WITHIN 1/4-INCH IN ANY 10 FEET WITH A MAXIMUM OUT-OF-PLUMB OF ½-INCH AT THE TOP WITH RESPECT TO THE BOTTOM.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: M.SIQUEIRA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

SPECIFICATIONS (SHEET 2)

DWG NO. 12 OF 28
SHEET G-12
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-10.dwg; Plotted @: 4/5/2021 8:45:57 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

## SPECIFICATIONS (CONTINUED)

9.0 CONCRETE MATERIALS (CONTINUED)

9.16 CONCRETE FINISH REQUIREMENTS

9.16.1 CONCRETE WALL FINISHES

1. TYPE W-1

A. ALL SNAP-TIE HOLES SHALL BE FILLED WITH NON-SHRINK, NON-METALLIC GROUT. ALL PROJECTIONS SHALL BE KNOCKED OFF. ALSO ALL HONEYCOMB AREAS AND ROCK POCKETS SHALL BE PATCHED. SMALL AIR HOLES DO NOT REQUIRE PATCHING.

2. TYPE W-2

A. ALL SNAP-TIE HOLES SHALL BE PLUGGED WITH NON-SHRINK, NON-METALLIC COLOR MATCHED GROUT THAT HAS BEEN APPROVED BY ENGINEER. GRIND OFF PROJECTIONS, FINS, AND ROUGH SPOTS. REPAIR ALL OTHER DEFECTS SUCH AS HONEYCOMB AREAS, ROCK POCKETS, AND ROUGH SPOTS WHICH ARE A RESULT OF FORM RELEASE AGENT FAILURE OR OTHER REASONS WITH COLOR MATCHED NON-SHRINK GROUT.

3. TYPE W-3

A. ALL SNAP-TIE HOLES SHALL BE PLUGGED WITH NON-SHRINK, NON-METALLIC GROUT THAT HAS BEEN APPROVED BY ENGINEER. GRIND OFF ALL PROJECTIONS, FINS, AND ROUGH SPOTS. REPAIR ALL DEFECTS AS PER TYPE W-2. APPLY A CEMENTITIOUS COATING PER SECTION 09900 – PROTECTIVE COATINGS AS SCHEDULED ON THE DRAWINGS, OR AS SPECIFIED IN OTHER SECTIONS.

9.16.2 CONCRETE SLAB FINISHES

1. GENERAL

A. THE EXCESSIVE USE OF "JITTERBUGS" OR OTHER SPECIAL TOOLS DESIGNED FOR THE PURPOSE OF FORCING THE COARSE AGGREGATE AWAY FROM THE SURFACE AND ALLOWING A LAYER OF MORTAR TO ACCUMULATE WILL NOT BE PERMITTED ON ANY SLAB FINISH. THE DUSTING OF SURFACES WITH DRY MATERIALS WILL NOT BE PERMITTED. SLABS AND FLOORS SHALL BE THOROUGHLY COMPLETED BY VIBRATION. ALL EDGES OF SLABS AND TOPS OF WALLS SHALL BE ROUNDED OFF WITH A STEEL EDGING TOOL, EXCEPT WHERE A CHAMFERED EDGE IS INDICATED ON THE DRAWINGS. STEEL EDGING TOOL RADIUS SHALL BE 1/4-INCH FOR ALL SLABS SUBJECT TO WHEELED TRAFFIC.

2. TYPE S-1 (STEEL TROWELED FINISH)

A. FINISH BY SCREEDING AND FLOATING WITH STRAIGHTEDGES TO BRING THE SURFACES TO THE REQUIRED FINISH ELEVATION SHOWN ON THE DRAWINGS. WHILE THE CONCRETE IS STILL GREEN, BUT SUFFICIENTLY HARDENED TO BEAR A PERSON'S WEIGHT WITHOUT DEEP IMPRINT, IT SHALL BE WOOD FLOATED TO A TRUE, EVEN PLANE WITH NO COARSE AGGREGATE VISIBLE. SUFFICIENT PRESSURE SHALL BE USED ON THE WOOD FLOATS TO BRING MOISTURE TO THE SURFACE. AFTER SURFACE MOISTURE HAS DISAPPEARED, THE CONCRETE SHALL BE HAND TROWELED TO PRODUCE A SMOOTH, IMPERVIOUS SURFACE, FREE FROM TROWEL MARKS. AN ADDITIONAL TROWELING SHALL BE GIVEN THE SURFACE FOR THE Pco.

B. PURPOSE OF BURNISHING. THE FINAL TROWELING SHALL PRODUCE A RINGING SOUND FROM THE TROWEL. DRY CEMENT OR ADDITIONAL WATER SHALL NOT BE USED IN TROWELING, NOR WILL EXCESSIVE TROWELING BE PERMITTED.

C. THE SLAB FINISH TOLERANCES AND SLOPE TOLERANCES AND/OR REPAIRS SHALL BE AS HEREINBEFORE SPECIFIED. FLOOR FLATNESS MEASUREMENTS WILL BE MADE THE DAY AFTER A CONCRETE FLOOR IS FINISHED AND BEFORE THE SHORING IS REMOVED, IN ORDER TO ELIMINATE ANY EFFECTS OF SHRINKAGE, CURLING, AND DEFLECTION. THE 10-FOOT LONG STRAIGHTEDGE SHALL BE SUPPORTED AT EACH END WITH STEEL GAUGE BLOCKS WHOSE THICKNESS ARE EQUAL TO SPECIFIED TOLERANCE. FLOOR SURFACE SHALL NOT HAVE CROWNS SO HIGH AS TO PREVENT 10-FOOT STRAIGHTEDGE FROM RESTING ON THESE TWO END BLOCKS, NOR LOW SPOTS SO LOW THAT A THIRD BLOCK OF TWICE THE TOLERANCE IN THICKNESS CAN EASILY PASS UNDER THE SUPPORTED 10-FOOT STRAIGHTEDGE.

D. COMPLIANCE WITH THE DESIGNATED LIMITS IN FOUR OF FIVE CONSECUTIVE MEASUREMENTS SHOULD GENERALLY BE SATISFACTORY UNLESS OBVIOUS FAULTS ARE OBSERVED. A CHECK FOR ADEQUATE SLOPE AND DRAINAGE WILL ALSO BE MADE TO CONFIRM COMPLIANCE WITH THESE SPECIFICATIONS.

3. TYPE S-2 (WOOD FLOAT FINISH)

A. SLABS TO RECEIVE FILL AND MORTAR SETTING BEDS SHALL BE FINISHED BY SCREEDING WITH STRAIGHTEDGES TO BRING THE SURFACE TO THE REQUIRED FINISH PLANE. SLAB SHALL BE WOOD FLOATED TO COMPACT AND SEAL SURFACE. ALL LAITANCE SHALL BE REMOVED AND THE SURFACE LEFT CLEAN. SUBJECT TO APPROVAL OF THE ENGINEER, AN ACCEPTABLE AGGREGATE REVEALING MATERIAL MAY BE USED AND LAITANCE WASHED OFF WHEN CONCRETE HAS SET.

4. TYPE S-3 (UNDERSIDE OF ELEVATED SLAB)

A. WHEN FORMING IS REMOVED, THE UNDERSIDE OF SLAB SHALL HAVE ALL PROJECTION GROUND OFF, ALL ROCK POCKETS AND HONEYCOMB AREA DEFECTS REPAIRED.

5. TYPE S-4 (EXTERIOR BROOMED FINISH)

A. FINISH CONCRETE AS SPECIFIED FOR TYPE S-1 FLOOR FINISH ABOVE, EXCEPT THE FINAL TROWELING SHALL BE OMITTED AND THE SURFACE SHALL BE FINISHED BY DRAWING A FINE-HAIR BROOM LIGHTLY ACROSS THE SURFACE. ALL BROOMING SHALL BE IN THE SAME DIRECTION AND PARALLEL TO EXPANSION JOINTS, OR, IN THE CASE OF INCLINED SLABS, PERPENDICULAR TO THE SLOPE, EXCEPT FOR A ROUND ROOF SLAB, BROOM SURFACE IN RADIAL DIRECTION.

6. TYPE S-6 (POWER MACHINE FINISH)

A. IN LIEU OF HAND FINISHING, THE CONTRACTOR MAY USE AN APPROVED POWER MACHINE FOR FINISHING CONCRETE FLOORS AND SLABS IN ACCORDANCE WITH THE DIRECTIONS OF THE MACHINE MANUFACTURER AND AS APPROVED BY THE ENGINEER. THE USE OF A POWER MACHINE WILL NOT BE ALLOWED WHEN THE CONCRETE HAS NOT ATTAINED THE NECESSARY SET TO ALLOW FINISHING WITHOUT INTRODUCING HIGH AND LOW SPOTS IN THE SLAB. THE FIRST STEEL TROWELING FOR SLAB TYPE S-1 FINISH SHOULD BE DONE BY HAND.

9.16.3 BEAM AND COLUMN FINISHES

1. TYPE B-1

A. KNOCK OFF ALL FINS AND PROJECTIONS. REPAIR ALL ROCK POCKETS AND HONEYCOMB AREAS.

2. TYPE B-2

A. BEAMS SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS.

3. TYPE B-3

A. BEAMS SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS. FILL ALL AIR VOIDS. APPLY FINISHES AS SCHEDULED ON THE DRAWINGS.

4. TYPE C-1

A. KNOCK OFF ALL FINS AND PROJECTIONS. REPAIR ALL ROCK POCKETS AND HONEYCOMB AREAS.

5. TYPE C-2

A. COLUMN SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS.

6. TYPE C-3

A. COLUMN SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS. FILL ALL AIR POCKETS. APPLY FINISHES AS SCHEDULED ON THE DRAWINGS.

10.0 ELECTRICAL MATERIALS

10.1 GENERAL

10.1.1 A COMPLETE SYSTEM OF RECEPTACLES, SWITCHES, PANELS, BRANCH CIRCUIT WIRING, ETC., AS SHOWN AND/OR REQUIRED BY STATE AND LOCAL CODES.

10.1.2 ALL MATERIAL AND EQUIPMENT SHALL CONFORM TO THE APPLICABLE STANDARDS (CURRENT EDITION) OF THE FOLLOWING ORGANIZATIONS.

1. NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA).

2. UNDERWRITERS LABORATORIES (UL).

3. INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA).

4. AMERICAN STANDARDS ASSOCIATION (ASA).

5. INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).

6. AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM).

7. FEDERAL SPECIFICATIONS (U.S. DEPT. OF COMMERCE).

10.1.3 CODES, REGULATIONS, AND STANDARDS: THE ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT RULES, REGULATIONS, AND RECOMMENDA11ONS OF THE LOCAL ELECTRICAL INSPECTION AUTHORITY, THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE ELECTRICAL UTILITY COMPANY FURNISHING SERVICE, LOCAL AND STATE ORDINANCES. IN THE EVENT OF CONFLICT IN CODE REQUIREMENTS, THE LOCAL CODE SHALL APPLY. ALL PERMITS AND CERTIFICATES AS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.

10.1.4 MATERIALS: ALL MATERIALS SHALL BE NEW AND OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS. WORKMANSHIP SHALL BE OF THE HIGHEST GRADE AND ALL CONSTRUCTION SHALL BE DONE ACCORDING TO THE BEST PRACTICES OF THE TRADE.

10.1.5 WORKMANSHIP: CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION LEVELS AND DIMENSIONS. HE SHALL MAKE HIS OWN MEASUREMENTS AT THE SITE AND SHALL BE RESPONSIBLE FOR THE PROPER FIT OF ALL FINISHED WORK IN POSITION.

10.1.6 CUTTING AND PATCHING: THE CUTTING AND PATCHING OF ALL HOLES, WALLS, PARTITIONS, AND FLOORS OF THE BUILDING, OR ANY CHANGES THAT MAY BE REQUIRED, WILL BE DONE BY THE CONTRACTOR, WHO SHALL LAY OUT HIS WORK IN ADVANCE OF THE BUILDING CONSTRUCTION IN ORDER THAT UNNECESSARY CUTTING AND PATCHING WILL BE AVOIDED.

10.1.7 MAKE NO INSTALLATION OF WORK WHICH WOULD LEAVE INADEQUATE OPERATING OR SERVICING SPACE FOR ANY ITEM FOR THE ENTIRE PROJECT. DRAWINGS ARE NOT INTENDED TO SHOW IN DETAIL ALL FEATURES OF WORK. CHECK LOCATION OF ELECTRICAL WORK TO DETERMINE IN ADVANCE THAT IT CLEARS ALL OPENINGS, STRUCTURAL MEMBERS, ETC.

10.1.8 PROVIDE AND CHECK ENTIRE ELECTRICAL SYSTEM IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. ALL TESTING SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION OF EQUIPMENT, MATERIALS, ETC. BEING TESTED.

10.2 CONDUIT

10.2.1 RIGID GALVANIZED STEEL CONDUIT "RGS" SHALL BE U.L. APPROVED, SCHEDULE 40, MILD STEEL PIPE, ZINC-COATED ON THE INSIDE AND OUTSIDE. FITTINGS SHALL BE ZINC-COATED, U.L. APPROVED. COMPLY WITH ANSI SPEC C80.1 AND FEDERAL SPEC WM-C-581.

10.2.2 PVC CONDUIT SHALL BE SCHEDULE 80 UNLESS OTHERWISE NOTED, WC-1094 AND NEMA TC-1.

10.2.3 ALL FLEXIBLE CONDUITS SHALL BE LIQUID TIGHT, MADE OF CORROSION RESISTANT PLATED STEEL WITH EXTRUDED POLYVINYL COVERING AND WATERTIGHT CONNECTORS.

10.3 CABLE, WIRE AND CONNECTORS

10.3.1 600 VOLT POWER WIRING

1. CABLE SHALL BE RATED FOR 600 VOLTS AND SHALL MEET THE REQUIREMENTS BELOW:

A. CONDUCTORS SHALL BE STRANDED.

B. ALL WIRE SHALL BE BROUGHT TO THE JOB IN UNBROKEN PACKAGES AND SHALL BEAR THE DATE OF MANUFACTURING; NOT OLDER THAN 12 MONTHS.

C. TYPE OF WIRE SHALL BE THWN/THHN EXCEPT WHERE REQUIRED OTHERWISE BY THE CONTRACT DRAWINGS.

D. NO WIRE SMALLER THAN NO. 12 GAUGE SHALL BE USED UNLESS SPECIFICALLY INDICATED.

E. CONDUCTOR METAL SHALL BE COPPER.

F. ALL CONDUCTORS SHALL BE MEGGERED AFTER INSTALLATION AND INSULATION MUST BE IN COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE.

10.3.2 INSTRUMENTATION AND CONTROL CABLE

1. PROCESS INSTRUMENTATION WIRE SHALL BE 16 GAUGE TWISTED PAIR, 600 V., CROSS-LINKED POLYETHYLENE INSULATED, ALUMINUM TAPE SHIELDED, POLYVINYL CHLORIDE JACKETED, AS MANUFACTURED BY BELDEN, OR EQUAL.

2. MULTICONDUCTOR CONTROL CABLE SHALL BE STRANDED 14 GAUGE, 600V., CROSS-LINKED POLYETHYLENE INSULATED WITH PVC JACKET, TYPE "XLP" AS MANUFACTURED BY THE AMERICAN INSULATED WIRE CO., EATON CORP. "POLYSET" OR EQUAL.

10.3.3 GROUND WIRE

1. BARE, STRANDED COPPER CONDUCTORS.

2. PROVIDE TIN PLATED COPPER AT LOCATIONS WHERE GROUNDING CONDUCTORS ARE IN DIRECT CONTACT WITH CONCRETE.

10.4 BOXES (INTERIOR)

10.4.1 OUTLETS, JUNCTION BOXES, CONDUITS AND PULL BOXES SHALL BE OF ADEQUATE SIZE FOR THE NUMBER OF WIRES RUN INTO THEM. PULL BOXES SHALL BE INSTALLED WHERE NECESSARY AND SHALL BE PLACED IN ACCESSIBLE LOCATION. ALL JUNCTION BOXES AND CONDUIT FITTINGS SHALL BE CAST OF CADMIUM FINISH MALLEABLE IRON.

10.4.2 PVC AND F.R.P. FIBERGLASS REINFORCED PLASTIC SHALL BE PERMITTED IN PROTECTED LOCATIONS.

10.5 BOXES (EXTERIOR)

10.5.1 BOXES FOR WIRING DEVICES (SWITCHES AND RECEPTACLES) INSTALLED OUTDOORS SHALL BE WEATHERPROOF STAINLESS STEEL WITH POLYCARBONATE COVER PLATES. JUNCTION BOXES SHALL BE STAINLESS STEEL WITH GASKETED COVERS. ALL BOXES SHALL BE SECURELY MOUNTED PLUMB AND LEVEL IN READILY ACCESSIBLE LOCATIONS. INDOOR BOXES SHALL HAVE STAINLESS STEEL COVER PLATES.

10.5.2 UNLESS OTHERWISE INDICATED, ALL OUTDOOR JUNCTION BOXES AND PULL BOXES SHALL BE NEMA 4X STAINLESS STEEL.

10.6 GROUNDING MATERIALS

10.6.1 ALL GROUND RODS SHALL BE 10 FOOT 5/8" COPPERCLAD SECTIONS, UNLESS OTHERWISE INDICATED.

10.6.2 GROUND WIRES SHALL BE SOFT DRAWN COPPER SIZED PER NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE INDICATED.

10.6.3 CONTRACTOR SHALL PROVIDE EQUIPMENT GROUNDING CONDUCTORS, MINIMALLY SIZED PER THE N.E.C. UNLESS OTHERWISE INDICATED.

10.6.4 GROUNDING SHALL BE PROVIDED PER ARTICLE 250 OF THE N.E.C.

10.6.5 PROVIDE EXOTHERMIC WELDED CONNECTION TO THE GROUND RODS.

10.6.6 TEST GROUND RESISTANCE IN DRY CONDITIONS, 3 DAYS AFTER RAIN. SUBMIT TEST RESULTS.

10.6.7 GROUND RESISTANCE SHALL NOT EXCEED 25 OHMS PER ARTICLE 250.56 OF THE N.E.C. PROVIDE ADDITIONAL GROUND RODS, IF REQUIRED WITHIN SCOPE OF CONTRACT

10.7 SAFETY DISCONNECT SWITCHES

10.7.1 FUSIBLE AND NON-FUSIBLE DISCONNECT SWITCHES SHALL BE HEAVY-DUTY, NEMA TYPE H, QUICK-MAKE, QUICK-BREAK, VISIBLE BLADES, 600 VOLT, 3 POLE WITH FULL COVER INTERLOCK. OUTSIDE SWITCHES SHALL HAVE COPPER LUGS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: M.SIQUEIRA
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APVD: D.K.HAMMANN

VERIFY SCALE
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

SPECIFICATIONS (SHEET 3)

BID NUMBER : 2021B-005

DWG NO. 13 OF 28
SHEET G-13
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-10.dwg; Plotted @: 4/5/2021 8:45:59 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

## SPECIFICATIONS (CONTINUED)

10.0 ELECTRICAL MATERIALS (CONTINUED)

10.7 SAFETY DISCONNECT SWITCHES (CONTINUED)

10.7.2 ALL DISCONNECT SWITCHES SHALL BE HOUSED IN A NEMA 4X, STAINLESS STEEL ENCLOSURE UNLESS NOTED OTHERWISE ON THE DRAWINGS.

10.7.3 SWITCHES SHALL BE HORSEPOWER RATED (WHERE REQUIRED) AND AS MANUFACTURED BY SQUARE D, GE OR EATON/CUTLER HAMMER.

10.8 CONDUIT SUPPORTS / MOUNTING

10.8.1 FURNISH AND INSTALL ALL SUPPORTS, HANGERS, AND INSERTS REQUIRED TO MOUNT FIXTURES, CONDUITS, CABLES, PULLBOXES, AND OTHER EQUIPMENT FURNISHED UNDER THIS SECTION OR FURNISHED FOR INSTALLATION UNDER THIS SECTION.

10.8.2 PERFORATED STRAPS AND WIRE ARE NOT PERMITTED FOR SUPPORTING ELECTRICAL DEVICES. ANCHORS SHALL BE OF APPROVED TYPES.

10.8.3 FRAMING CHANNELS FOR MOUNTING DISCONNECT SWITCH, FIELD PANELS, ELECTRICAL EQUIPMENT AND THE LIKE, SHALL BE A MINIMUM 1–5/8–INCH WIDTH TYPE 316 STAINLESS STEEL CHANNELS AS MANUFACTURED BY UNISTRUT, OR EQUAL.

10.8.4 PIPE CLAMPS, NUTS, BOLTS, WASHERS AND OTHER MISCELLANEOUS INSTALLATION HARDWARE SHALL BE TYPE 316 STAINLESS STEEL.

11.0 DENSE PHASE MECHANICAL CONVEYANCE SYSTEM

11.1 CONVEY VESSEL, MODEL 4CF–DPP–C (COMPLETE WITH):

11.1.1 DESIGNED, BUILT, AND TESTED TO ASME CODE SECTION VIII, DIV.1, AND REGISTERED TO NATIONAL BOARD.

11.1.2 VESSEL IS DESIGNED FOR 90 PSIG MAXIMUM PRESSURE AT 212° F.

11.1.3 28" DIAMETER CARBON STEEL VESSEL.

11.1.4 4 CUBIC FOOT STORAGE CAPACITY.

11.1.5 EXTERIOR WELDS CONTINUOUS AND CLEANED FREE OF WELD SLAG AND SPLATTER.

11.1.6 INTERIOR WELDS CONTINUOUS AND GROUND SMOOTH.

11.1.7 (2) 4"X6" HANDHOLES IN VESSEL SIDEWALL.

11.1.8 INLET VALVE FLANGE, TO MATE 8" SPHERI VALVE SPECIFIED HEREIN.

11.1.9 65° HOPPER WITH 10" FLANGED OUTLET TO MAKE OUTLET BEND.

11.1.10 OUTLET BEND DISCHARGE ELBOW, CAST IRON.

11.1.11 VENT VALVE FLANGE, TO MATE 2" SPHERI VALVE SPECIFIED HEREIN.

11.1.12 NEMA 4 ELECTRICAL ENCLOSURE ON VALVE(S), 120VAC/60HZ.

11.1.13 FLANGED DISCHARGE SPOOL, 4" SCHEDULE 40 CONVEY LINE.

11.1.14 HIGH AND LOW LEVEL INDICATORS, BINDICATOR VRFII, NEMA 4.

11.1.15 STANDARD MOUNT PADS WITH STRUCTURAL SUPPORT LEGS PER DRAWINGS.

11.1.16 2" FLANGED TOP AIR INLET ASSEMBLY WITH: PRESSURE RELIEF VALVE, MANUAL BALL VALVE, AND PRESSURE TRANSMITTER AIRLINE PORT.

11.1.17 N1.5 AIR CONTROL ASSEMBLY, MULTIPLE AIR CONTROL VALVE SETUP.

1. GALVANIZED AIR CONTROL PIPING.

11.1.18 OUTLET BEND WITH (3) 1" NPT AIR INJECTION PORTS, PREPIPED.

11.1.19 ASHCROFT G2 PRESSURE TRANSMITTER MOUNTED IN PNEUMATIC CONTROL PANEL.

11.1.20 NEMA 4 PNEUMATIC CONTROL PANEL, MOUNTED ON VESSEL, PREWIRED, AND PREPIPED.

11.1.21 FLANGE GASKET MATERIAL TO BE WHITE NITRILE.

11.1.22 PAINT: EPOXY PRIMER WITH D8700 URETHANE TOP COAT, RAL9003 SIGNAL WHITE.

11.1.23 SCHENCK PROCESS SERIAL NUMBER ASSEMBLY

11.1.24 LASER ETCHED ANODIZED ALUMINUM SERIAL NUMBER PLATE

11.1.25 DISCHARGE REDUCER, 4" X 2–1/2" CONCENTRIC REDUCER W/25A QUICK COUPLING

11.1.26 INTERIOR MANIFOLD ABRASION RESISTOR

11.1.27 PRESSURE GAUGE

11.2 8" SPRERI INLET VALVE (COMPLETE WITH):

11.2.1 STANDARD BULKHEAD CONFIGURATION

11.2.2 STANDARD TEMPERATURE RANGE SEALS AND BEARINGS, –4° – 212°F, TYPE PHO

11.2.3 FULL PORT INLET OPENING FOR UNOBSTRUCTED MATERIAL FLOW

11.2.4 CAST DUCTILE IRON BODY AND DOME

11.2.5 INFLATABLE NEOPRENE SEAL PROVIDING GAS TIGHT SEAL WHEN DOME IS CLOSED

11.2.6 PNEUMATIC LIMIT SWITCH FOR SEAL INFLATION

11.2.7 PNEUMATIC DOUBLE ACTING AIR CYLINDER ACTUATOR

11.2.8 ACTUATOR POSITION SWITCH, MOUNTED ON THE HOUSING BOSS

11.2.9 QUICK EXHAUST VALVE TO PROVIDE PROPER DEFLATION OF SEAL BEFORE VALVE OPENS

11.2.10 SEAL PORT GAUGE

11.2.11 PRESSURE SWITCH FOR PROOFING SEAL INFLATION (MOUNTED ON SPHERI VALVE)

11.2.12 NEMA 4/4X SINGLE COIL SOLENOID VALVE, 120VAC/60HZ (MOUNTED ON SPHERI VALVE).

11.2.13 INTER–CONNECTING NYLON PNEUMATIC AIR LINES WITH PUSH–IN FITTINGS.

11.2.14 TUNGSTEN CARBIDE COATED DOME, SPIGOT RING, AND INLET.

11.2.15 SCHENCK PROCESS SERIAL NUMBER ASSEMBLY.

11.2.16 LASER ETCHED ANODIZED ALUMINUM SERIAL NUMBER PLATE.

11.2.17 PAINT: EPOXY PRIMER WITH D8700 URETHANE TOP COAT, RAL9003 SIGNAL WHITE.

11.3 2" SPHERI VENT VALVE (COMPLETE WITH):

11.3.1 BULKHEAD WITH TOP AND BOTTOM ADAPTER CONFIGURATION (INLINE).

11.3.2 STANDARD TEMPERATURE RANGE SEALS AND BEARINGS, –4° – 212°F, TYPE PHO.

11.3.3 FULL PORT INLET OPENING FOR UNOBSTRUCTED MATERIAL FLOW.

11.3.4 CAST DUCTILE IRON BODY AND DOME.

11.3.5 INFLATABLE SILICONE SEAL PROVIDING GAS TIGHT SEAL WHEN DOME IS CLOSED.

11.3.6 PNEUMATIC LIMIT SWITCH FOR SEAL INFLATION.

11.3.7 PNEUMATIC DOUBLE ACTING VANE ACTUATOR.

11.3.8 ACTUATOR POSITION SWITCH, MOUNTED ON THE ACTUATOR.

11.3.9 QUICK EXHAUST VALVE TO PROVIDE PROPER DEFLATION OF SEAL BEFORE VALVE OPENS.

11.3.10 SEAL PORT GAUGE.

11.3.11 PRESSURE SWITCH FOR PROOFING SEAL INFLATION (MOUNTED ON SPHERI VALVE).

11.3.12 NEMA 4/4X SINGLE COIL SOLENOID VALVE, 120VAC/60HZ (MOUNTED ON SPHERI VALVE).

11.3.13 INTER–CONNECTING NYLON PNEUMATIC AIR LINES WITH PUSH–IN FITTINGS.

11.3.14 TUNGSTEN CARBIDE COATED DOME, SPIGOT RING, AND INLET.

11.3.15 SCHENCK PROCESS SERIAL NUMBER ASSEMBLY.

11.3.16 LASER ETCHED ANODIZED ALUMINUM SERIAL NUMBER PLATE.

11.3.17 PAINT: EPOXY PRIMER WITH D8700 URETHANE TOP COAT, RAL9003 SIGNAL WHITE.

11.4 AIR MANAGEMENT SYSTEM, STANDARD DESIGN (COMPLETE WITH):

11.4.1 AIR MANAGEMENT SYSTEM(AMS) WITH AIR CYLINDER ACTUATOR.

11.4.2 MACTURI I FLOW CONTROL VALVE.

11.4.3 2" NPT INLET AND 1–1/2" FLANGED OUTLET, 150# FLANGE DRILLING.

11.4.4 CONVEY PRESSURE SLAVE REGULATOR WITH PILOT REGULATOR.

11.4.5 85 PSIG MINIMUM COMPRESSED AIR SUPPLY REQUIRED.

11.4.6 SUPPLY AND CONVEY PRESSURE GAUGES, 0–60 PSIG.

11.4.7 SHUTOFF VALVE WIRED NORMALLY CLOSED.

11.4.8 PRESSURE SWITCH SET AT 85 PSIG WIRED NORMALLY OPEN.

11.4.9 PURGE AIR SOLENOID VALVE.

11.4.10 GALVANIZED STEEL PIPING.

11.4.11 STAINLESS STEEL TUBING INSTRUMENT AIRLINES.

11.4.12 ELECTRICAL ITEMS PREWIRED TO TERMINAL STRIP IN NEMA 4X ENCLOSURE.

11.4.13 ACCESSORY VOLTAGE: 120VAC/60HZ.

11.4.14 PAINT: D8700 URETHANE, RAL9003 SIGNAL WHITE.

11.4.15 SCHENCK PROCESS SERIAL NUMBER.

11.4.16 LASER ETCHED ANODIZED ALUMINUM SERIAL NUMBER PLATE.

11.4.17 NEMA 4X SST ENCLOSURE.

11.5 COMPRESSOR, DRYER, & RECEIVER – GARDNER DENVER (COMPLETE WITH):

11.5.1 MODEL L18 SINGLE STAGE ROTARY SCREW AIR COMPRESSOR WITH GSRN NON–CYCLING REFRIGERATED AIR DRYER MOUNTED ON 120 GALLON HORIZONTAL AIR RECEIVER.

11.5.2 25HP TEFC MOTOR, 460VAC/3PH/60HZ.

11.5.3 104 CFM @ 125 PSIG.

11.5.4 AUTOMATIC TANK DRAIN.

11.5.5 3–VALVE DRYER BYPASS.

11.5.6 REFRIGERATED DRYER MODEL GSRN 125, 115V, 1ø.

11.6 PROCESS CONTROLS; CONTROL PANEL (COMPLETE WITH):

11.6.1 NEMA 4X STAINLESS STEEL ENCLOSURE ALLEN–BRADLEY PANELVIEW PLUS 7 STANDARD 6" COLOR TOUCHSCREEN INDUSTRIAL TERMINAL TO PROVIDE:

1. GRAPHICAL DISPLAY OF SYSTEM.

2. CONTROL OF SYSTEM OPERATION.

3. HAND–OFF–AUTO (HOA) CONTROL OVER INDIVIDUAL SYSTEM DEVICES.

4. ALARM MESSAGE DISPLAY.

11.6.2 PROVIDE HINGED, DEAD FRONT DOOR FOR MOUNTING PANELVIEW AND PILOT DEVICES.

PROVIDE HINGED FULL OUTER DOOR WITH 3–POINT LATCH.

11.6.3 NUMBERED CONTROL TERMINAL STRIP FOR FIELD WIRING CONNECTIONS.

11.6.4 CONTROL LOGIC FOR PROPER SEQUENCE OF OPERATION UTILIZING AN ALLEN–BRADLEY 1769– L18ER COMPACTLOGIX CONTROLLER (PAC) WITH ETHERNET/IP COMMUNICATIONS PORT.

1. DISCRETE I/O MODULES AS REQUIRED.

2. ANALOG I/O MODULES AS REQUIRED.

11.6.5 NEMA 4X INDICATING LIGHTS FOR:

1. 1 EA. CONTROL POWER ON.

11.6.6 NEMA 4X CONTROL OPERATORS FOR: 1 EA. EMERGENCY STOP (PB).

1. 1 EA. EMERGENCY STOP RESET (PB).

11.6.7 AUDIBLE ALARM HORN WITH ALARM SILENCE ON SYSTEM ALARMS REQUIRES 120 VAC/60HZ/1PH SERVICE.

11.6.8 POWER OUTPUT WITH BREAKER TO REFRIGERATED DRYER. ON/OFF SHALL BE SEQUENCED WITH COMPRESSOR.

11.6.9 MAIN POWER DISCONNECT.

11.6.10 120 VOLT CONTROL TRANSFORMER TO SUPPLY CONTROL VOLTAGE SHORT CIRCUIT PROTECTION.

11.6.11 ACROSS THE LINE, FULL VOLTAGE IEC–STYLE MOTOR STARTERS FOR: 1 EA. 25 HP COMPRESSOR MOTOR STARTER.

11.6.12 REQUIRES 460 VAC/60HZ/3PH SERVICE.

11.6.13 PANEL SHALL BE PROVIDED WIT A UL508 LABEL AND BE MANUFACTURED BY A UL508 PANEL MANUFACTURER.

11.7 ACCEPTABLE MANUFACTURERS/SUPPLIERS

11.7.1 THE DENSE PHASE MECHANICAL CONVEYANCE SYSTEM EQUIPMENT AND ACCESSORIES SPECIFIED HEREIN SHALL BE MANUFACTURED AND/OR PROVIDED BY SCHENK PROCESS, LLC., OR EQUAL MEETING ALL REQUIREMENTS OF THIS SPECIFICATIONS.

11.7.2 DENSE PHASE MECHANICAL CONVEYANCE SYSTEM = THE COLLECTIVE OF ALL SUB–SYSTEMS INCLUSIVE OF THE CONVEYANCE VESSEL; INLET VALVE; VENT VALVE; AIR MANAGEMENT SYSTEM; COMPRESSOR; DRYER AND RECEIVER PACKAGE; CONTROL PANEL, O&M MANUALS AND START–UP/COMMISSION SERVICES.

11.7.3 DENSE PHASE MECHANICAL CONVEYANCE SYSTEM MANUFACTURER/SUPPLIER = SINGLE MANUFACTURER/SUPPLIER FOR THE DENSE PHASE MECHANICAL CONVEYANCE SYSTEM COMPLETE IN ACCORDANCE WITH THIS SPECIFICATION INCLUSIVE OF FACTORY AND FIELD TESTING, SYSTEM START–UP/COMMISSIONING, OPERATION AND MAINTENANCE TRAINING, AND WARRANTY.

11.8 OPERATION AND MAINTENANCE (O&M) MANUAL.

11.8.1 COMPLETE OPERATION AND MAINTENANCE MANUAL SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 01730 – OPERATION AND MAINTENANCE DATA. O&M MANUALS SHALL BE PROVIDED PRIOR TO START–UP.

11.9 WARRANTY

11.9.1 THE DENSE PHASE MECHANICAL CONVEYANCE SYSTEM (SELLER MANUFACTURER) AND CONTRACTOR SHALL WARRANT THE DENSE PHASE MECHANICAL CONVEYANCE SYSTEM INSTALLATION BEING SUPPLIED TO THE OWNER AGAINST ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE (1) YEAR. WARRANTY PERIOD SHALL COMMENCE ON SUBSTANTIAL COMPLETION DATE AS OUTLINED IN THE GENERAL CONDITIONS. WARRANTIES FOR ALL MATERIALS AND EQUIPMENT INSTALLED UNDER THIS CONTRACT SHALL RUN CONCURRENTLY.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

SPECIFICATIONS (SHEET 4)

BID NUMBER : 2021B-005

| DWG NO. | SHEET |
|---|---|
| 14 | G-14 |
| OF 28 | PROJ. NO. 400-088.01 |
| DATE APRIL 1, 2021 | |

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_G-10.dwg; Plotted @: 4/5/2021 8:46:00 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS

## SPECIFICATIONS (CONTINUED)

12.0 PIPE AND VALVES

12.1 MILL STEEL PIPING (BLACK STEEL)

12.1.1 PIPE: CARBON STEEL, BLACK, SEAMLESS OR ELECTRIC RESISTANCE WELDED, ASTM A-53, GRADE A, OR API 5L, GRADE A.
2-INCH AND SMALLER SCHEDULE 80
2-1/2-INCH THRU 6-INCH SCHEDULE 40

12.1.2 FITTINGS: THREADED (NPT) FORGED CARBON STEEL, ASTM A-105,SCHEDULE 40 OR 80 TO MATCH PIPE.

12.1.3 FLANGES: FORGED STEEL, ASTM A 181, GRADE I, SOCKET WELD OR WELDING NECK TYPE, FACED AND DRILLED 300-POUND, 1/16 INCH RAISED FACE ANSI B16.5 STANDARD.

12.1.4 GASKETS: 1/16-INCH THICK BUNA-N COMPOSITION FLAT RING TYPE WITH RF FLANGES OR 1/16-INCH THICK FULL FACE TYPE WITH FLAT FACE FLANGES.

12.1.5 JOINTS: 3-INCH AND SMALLER - THREADED (NPT) LARGER THAN 3-INCH - BUTT WELD OR FLANGED.

12.2 STAINLESS STEEL PIPE AND FITTINGS (SST)

12.2.1 ALL STAINLESS STEEL PIPE TWO AND ONE-HALF (2-1/2) INCHES AND LESS IN DIAMETER SHALL BE TYPE 304 FABRICATED IN ACCORDANCE WITH ASTM A-312 AND ANSI B36.19, SCHEDULE 40S.

12.2.2 JOINTS: THREADED.

12.2.3 FITTINGS: THREADED, TYPE 304 STAINLESS STEEL, SCHEDULE 40S, DIMENSIONS CONFORMING TO ANSI B16.3.

12.3 BRAIDED STAINLESS STEEL HOSE

12.3.1 TYPE 316 STAINLESS STEEL HOSE WITH 316 STAINLESS STEEL MALE NPT FITTINGS BY 316 STAINLESS STEEL 37° FLARED UNF FEMALE FITTING.

12.3.2 CONTRACTOR SHALL VERIFY AND FURNISH LENGTH(S) REQUIRED PER INSTALLATION REQUIREMENTS.

12.3.3 END CONNECTIONS FITTING SHALL BE TYPE 316 SST, SELECTED AND FURNISHED BY CONTRACTOR PER INSTALLATION REQUIREMENTS.

12.3.4 HOSE SHALL BE MCMASTER-CARR SUPPLY COMPANY, EXTREME TEMPERATURE AIR AND STEAM HOSE WITH MALE AND FEMALE THREADED FITTINGS, OR EQUAL.

12.4 BALL VALVES

12.4.1 V-30: BALL VALVES 3-INCHES AND SMALLER, FOR GENERAL WATER, OIL AND AIR SERVICE, SHALL BE ALL-BRONZE, TOP ENTRY TYPE, WITH THREADED ENDS, FULL BORE PORTS, TEFLON SEATS, AND LOCKABLE HAND LEVER OPERATORS, RATED 250-POUND WOG MINIMUM 125 PSI SWP. VALVES SHALL BE MANUFACTURED BY WHITEY COMPANY OR EQUAL.

12.4.2 V-35: BALL VALVES 2-INCHES AND SMALLER FOR GENERAL CORROSIVE SERVICE SHALL BE ALL TYPE 316 STAINLESS STEEL, TOP ENTRY TYPE WITH THREADED ENDS, FULL BORE PORTS, TEFLON SEATS AND STAINLESS STEEL LOCKABLE HAND LEVER OPERATORS AND STEM NUTS, STAINLESS STEEL BODY BOLTS AND NUTS AND VINYL HANDLE SLEEVE. VALVES SHALL BE MANUFACTURED BY WHITEY COMPANY OR EQUAL.

12.5 MAINTENANCE GATE VALVE

12.5.1 HEAVY DUTY VALVE FRAME CONSTRUCTION IS BASED ON FORMED CARBON STEEL CHANNEL WITH A BEVELED, ABRASION RESISTANT STEEL (AR400) BLADE AND LINER. A DISPLACEMENT POCKET ON THE CLOSING END OF THE VALVE ASSISTS IN CLOSING WHEN MATERIAL IS PRESENT. VALVE INCLUDES HARDENED STEEL CAM ADJUSTABLE ROLLERS. MATERIAL CONTACT IS CARBON STEEL AND POLYMER. ACCESS IN THE VALVE FRAME ALLOWS FOR REMOVAL AND REPLACEMENT OF BONNET SEALS WHILE THE GATE VALVE REMAINS IN SERVICE. THE VALVE IS ACTUATED BY A HAND CRANK WITH 5 TURNS EQUALS 1" OF BLADE TRAVEL.

12.5.2 VALVE IS RATED FOR 250° F(122° C) MAXIMUM CONTINUOUS SERVICE. PET SIDE SEALS AND BONNET SEALS ARE LIVE LOADED AND SILICONE RUBBER BACKED.

12.5.3 (SB) - STANDARD BONNET COVERS ARE REPLACED WITH SOLID ALUMINUM COVERS GASKETED WITH SILICONE SPONGE. A 1/4" NPT (G 1/4 FOR METRIC MODELS) PURGE TAP IS ADDED TO BONNET COVERS FOR USE IN CONJUNCTION WITH AN AIR PURGE ASSEMBLY (SOLD SEPARATELY).

12.5.4 (ND) - STANDARD END SEAL AND END DEFLECTOR ARE REMOVED AND REPLACED WITH A LARGER END SEAL, DISPLACEMENT POCKET FILLED AND A LOWER END SEAL RETAINER ADDED.

12.5.5 (FM) - ADDITIONAL SILICONE RUBBER BONNET SEAL AND A PRECISION GROUND BLADE TO PREVENT LEAKING OF FINE MATERIAL TO ATMOSPHERE.

12.5.6 VALVE SHALL BE VORTEX MODEL NO. T510-5B-ND-FM, 10"x10" TITAN T5G VALVE, OR EQUAL.

12.6 FABRICATED STEEL TRANSITION PIECES

12.6.1 CARBON STEEL CONSTRUCTION.

12.6.2 150# FLANGE BOLT PATTERNS.

12.6.3 GENERAL DIMENSIONS PER DRAWINGS AND CONFIRMED BY SUPPLIER DURING SHOP DRAWING APPROVAL PROCESS.

12.6.4 FABRICATED STEEL TRANSITION PIECES SHALL BE SHOP PRIMED WITH EPOXY MASTIC (TNEMEC SERIES 135, OR EQUAL).

13.0 PIPING SUPPORTS

13.1 FRAMING CHANNELS FOR WALL MOUNTING PIPE SHALL BE MINIMUM 1-5/8-INCH WIDTH SERIES STAINLESS STEEL CHANNELS AS MANUFACTURED BY UNISTRUT.

13.2 PIPE CLAMPS, NUTS, BOLTS, WASHERS AND OTHER MISCELLANEOUS INSTALLATION HARDWARE SHALL BE TYPE 304 OR 316 STAINLESS STEEL.

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**VILLAGE OF PALM SPRINGS**

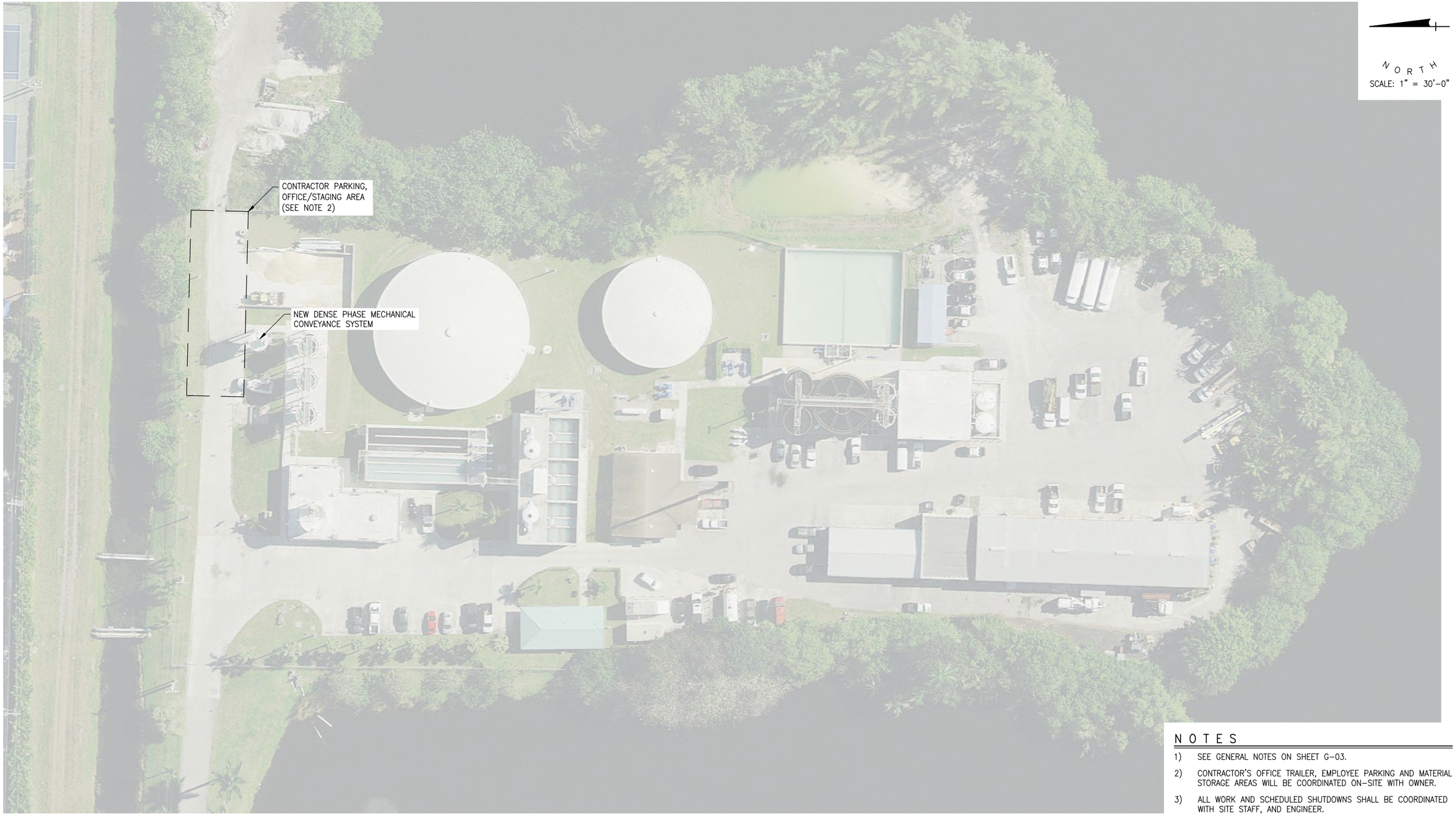
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

SPECIFICATIONS (SHEET 5)

BID NUMBER : 2021B-005

DWG NO. 15 OF 28
SHEET G-15
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

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NORTH
SCALE: 1" = 30'-0"

## NOTES

1) SEE GENERAL NOTES ON SHEET G-03.
2) CONTRACTOR'S OFFICE TRAILER, EMPLOYEE PARKING AND MATERIAL STORAGE AREAS WILL BE COORDINATED ON-SITE WITH OWNER.
3) ALL WORK AND SCHEDULED SHUTDOWNS SHALL BE COORDINATED WITH SITE STAFF, AND ENGINEER.

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**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

PROJECT COORDINATION MAP

DWG NO. 16 OF 28
SHEET G-16
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

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## CONVEYANCE SYSTEM DEMOLITION

1 / C-01

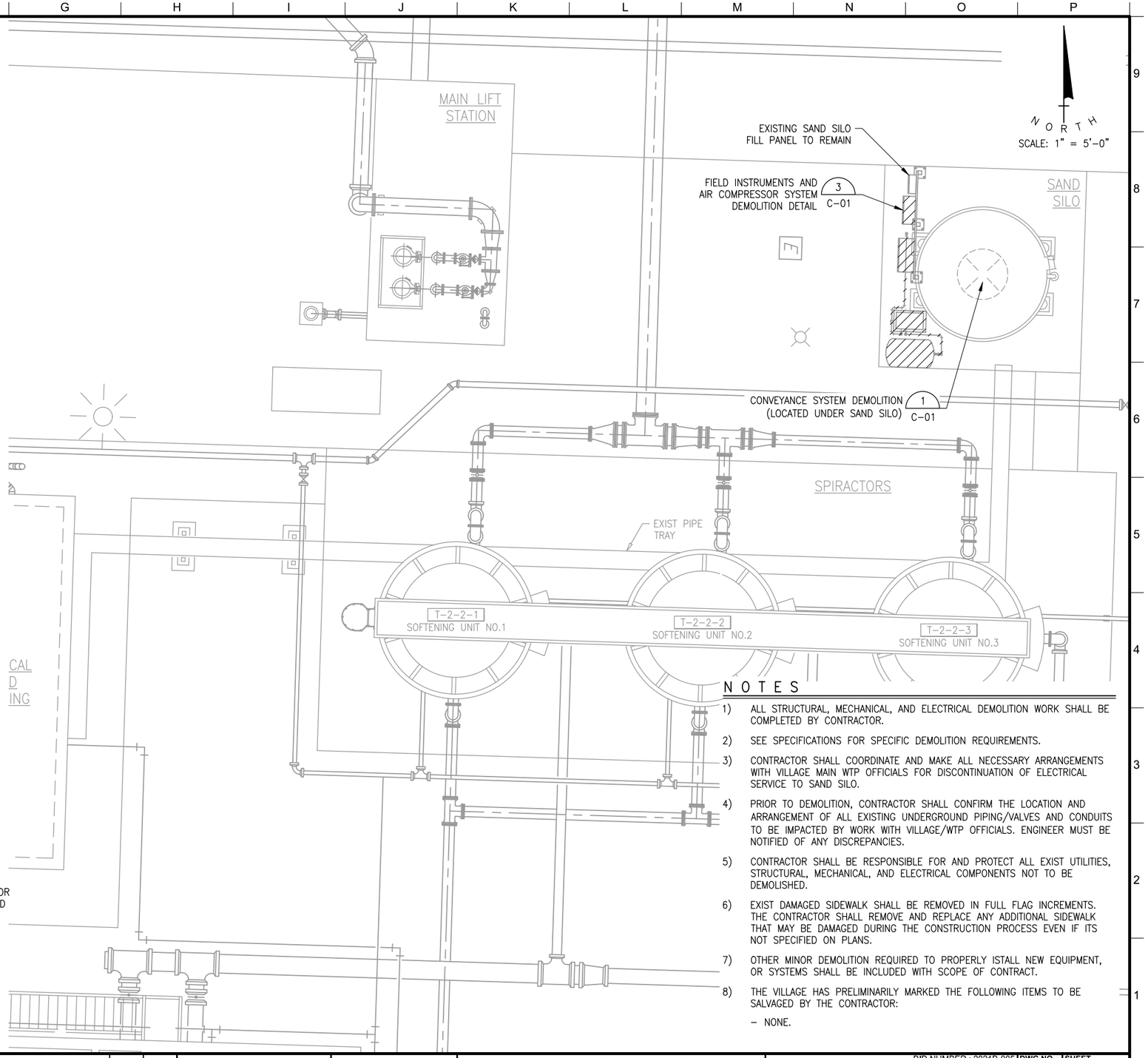
SCALE: N.T.S.




## FIELD INSTRUMENTS AND AIR COMPRESSOR SYSTEM DEMOLITION DETAIL

3 / C-01

SCALE: N.T.S.




## NOTES

1) ALL STRUCTURAL, MECHANICAL, AND ELECTRICAL DEMOLITION WORK SHALL BE COMPLETED BY CONTRACTOR.
2) SEE SPECIFICATIONS FOR SPECIFIC DEMOLITION REQUIREMENTS.
3) CONTRACTOR SHALL COORDINATE AND MAKE ALL NECESSARY ARRANGEMENTS WITH VILLAGE MAIN WTP OFFICIALS FOR DISCONTINUATION OF ELECTRICAL SERVICE TO SAND SILO.
4) PRIOR TO DEMOLITION, CONTRACTOR SHALL CONFIRM THE LOCATION AND ARRANGEMENT OF ALL EXISTING UNDERGROUND PIPING/VALVES AND CONDUITS TO BE IMPACTED BY WORK WITH VILLAGE/WTP OFFICIALS. ENGINEER MUST BE NOTIFIED OF ANY DISCREPANCIES.
5) CONTRACTOR SHALL BE RESPONSIBLE FOR AND PROTECT ALL EXIST UTILITIES, STRUCTURAL, MECHANICAL, AND ELECTRICAL COMPONENTS NOT TO BE DEMOLISHED.
6) EXIST DAMAGED SIDEWALK SHALL BE REMOVED IN FULL FLAG INCREMENTS. THE CONTRACTOR SHALL REMOVE AND REPLACE ANY ADDITIONAL SIDEWALK THAT MAY BE DAMAGED DURING THE CONSTRUCTION PROCESS EVEN IF ITS NOT SPECIFIED ON PLANS.
7) OTHER MINOR DEMOLITION REQUIRED TO PROPERLY ISTALL NEW EQUIPMENT, OR SYSTEMS SHALL BE INCLUDED WITH SCOPE OF CONTRACT.
8) THE VILLAGE HAS PRELIMINARILY MARKED THE FOLLOWING ITEMS TO BE SALVAGED BY THE CONTRACTOR:

- NONE.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: M.SIQUEIRA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

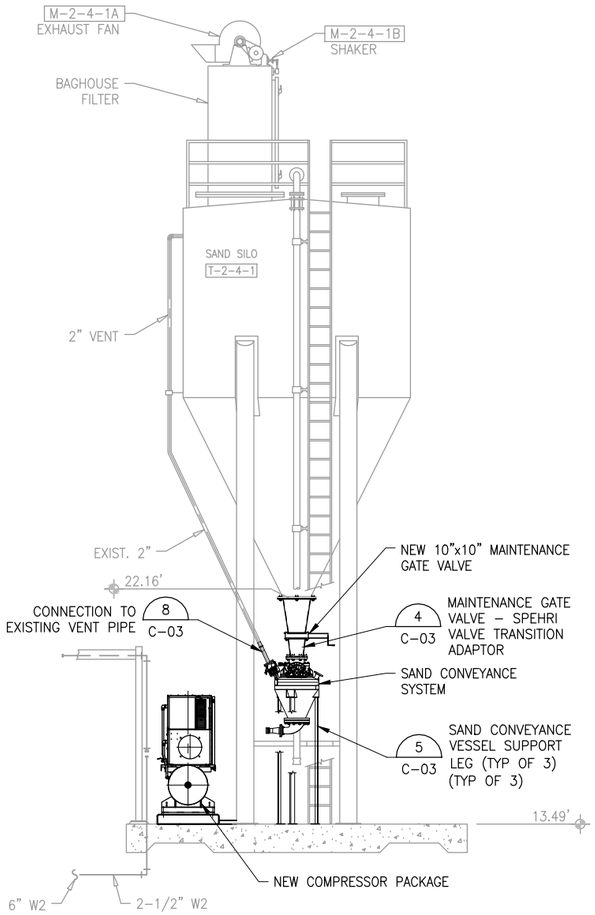
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

DEMOLITION PLAN AND DETAILS

BID NUMBER : 2021B-005

DWG NO. 17 OF 28
SHEET C-01
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

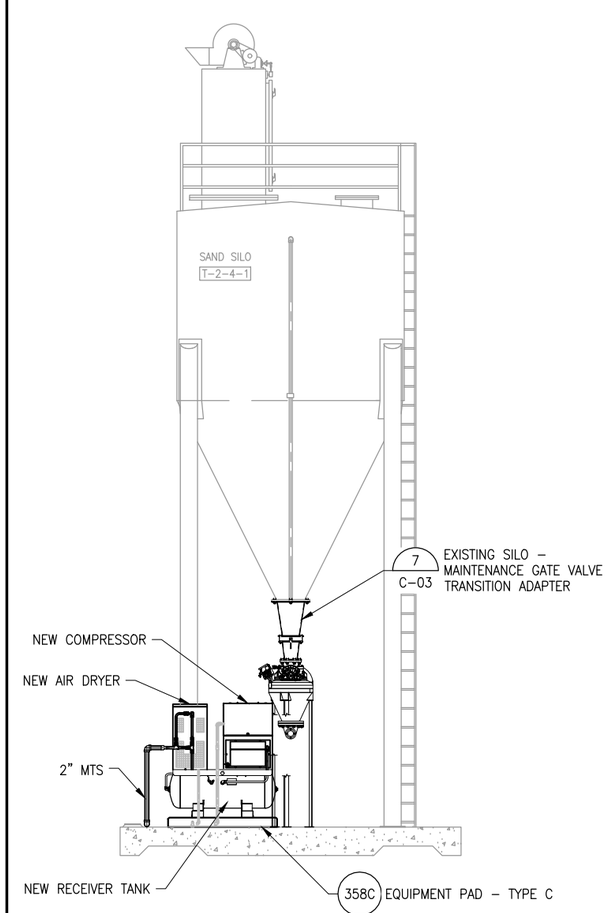
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## SAND SILO EAST ELEVATION VIEW

SCALE: 1/4" = 1'-0"

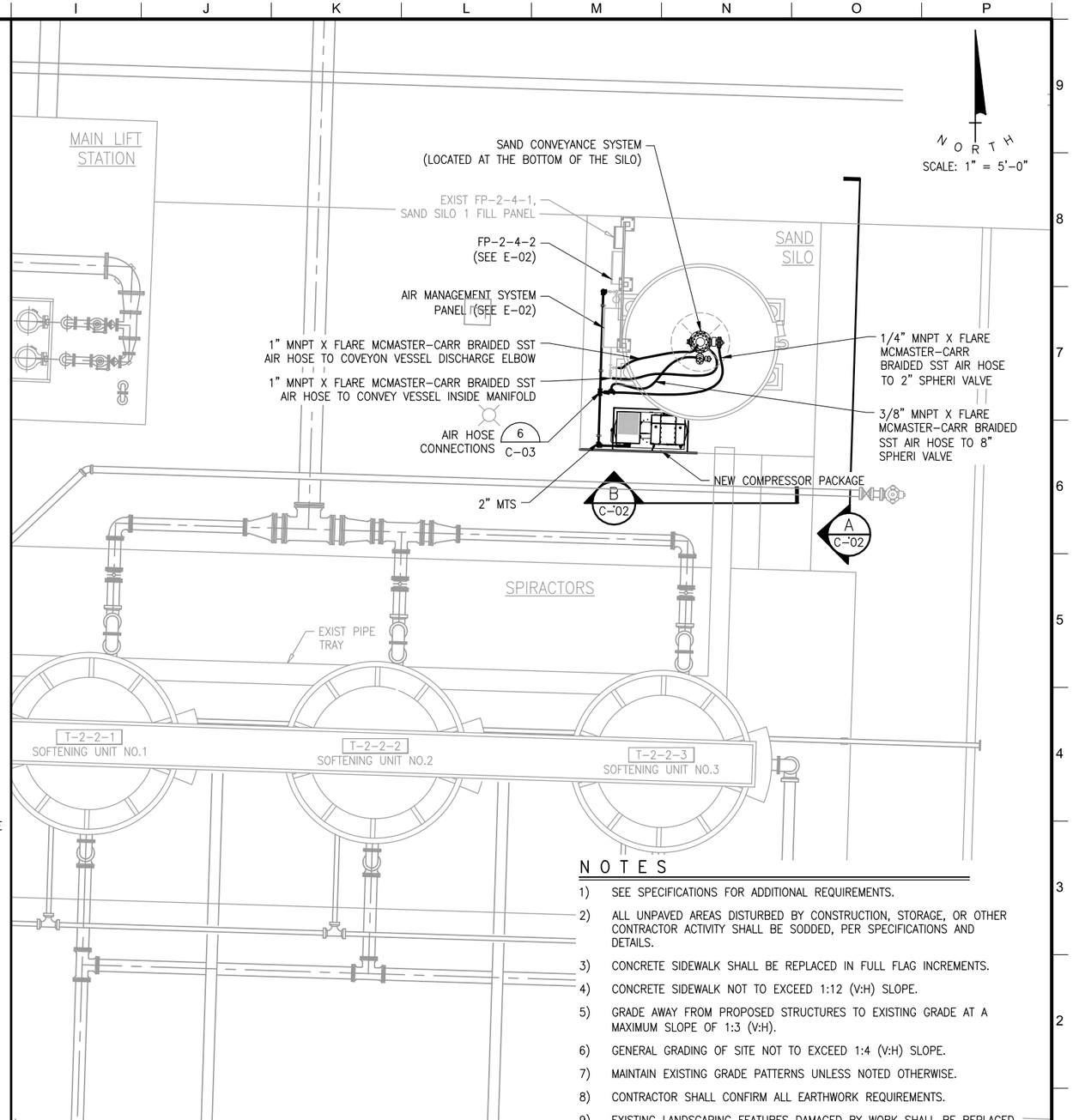
A C-02




## SAND SILO SOUTH ELEVATION VIEW

SCALE: 1/4" = 1'-0"

B C-02




## N O T E S

1) SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
2) ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION, STORAGE, OR OTHER CONTRACTOR ACTIVITY SHALL BE SODDED, PER SPECIFICATIONS AND DETAILS.
3) CONCRETE SIDEWALK SHALL BE REPLACED IN FULL FLAG INCREMENTS.
4) CONCRETE SIDEWALK NOT TO EXCEED 1:12 (V:H) SLOPE.
5) GRADE AWAY FROM PROPOSED STRUCTURES TO EXISTING GRADE AT A MAXIMUM SLOPE OF 1:3 (V:H).
6) GENERAL GRADING OF SITE NOT TO EXCEED 1:4 (V:H) SLOPE.
7) MAINTAIN EXISTING GRADE PATTERNS UNLESS NOTED OTHERWISE.
8) CONTRACTOR SHALL CONFIRM ALL EARTHWORK REQUIREMENTS.
9) EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.
10) PIPING SHALL BE AS SCHEDULED ON G-10.
11) PIPING FROM AIR MANAGEMENT PANEL TO SAND CONVEYANCE PANEL SHALL BE CONFIRMED WITH APPROVED SHOP DRAWINGS.

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|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

# SAND SILO AND SPIRACTOR AREA SITE IMPROVEMENTS PLAN

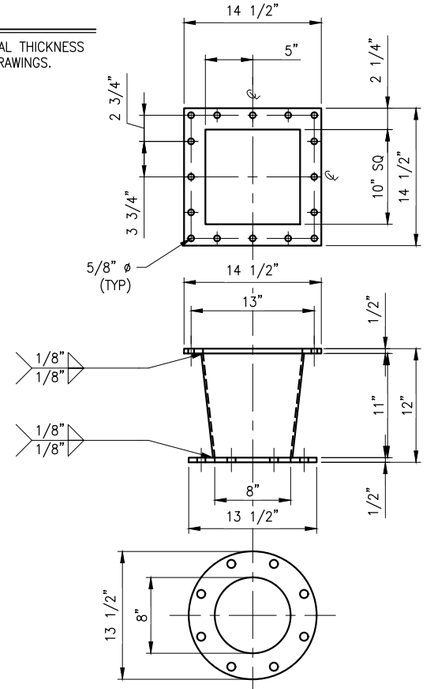
BID NUMBER : 2021B-005

DWG NO. 18 OF 28
SHEET C-02
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_C-02; Plotted @: 4/5/2021 8:46:54 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:

## NOTES

1) DIMENSIONS AND MATERIAL THICKNESS PER APPROVED SHOP DRAWINGS.

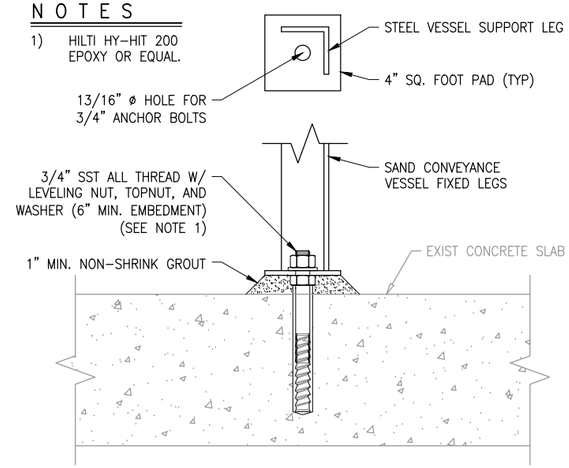



MAINTENANCE GATE VALVE – SPEHRI VALVE TRANSITION ADAPTOR (4)

SCALE: 1–1/2" = 1'–0" C–02

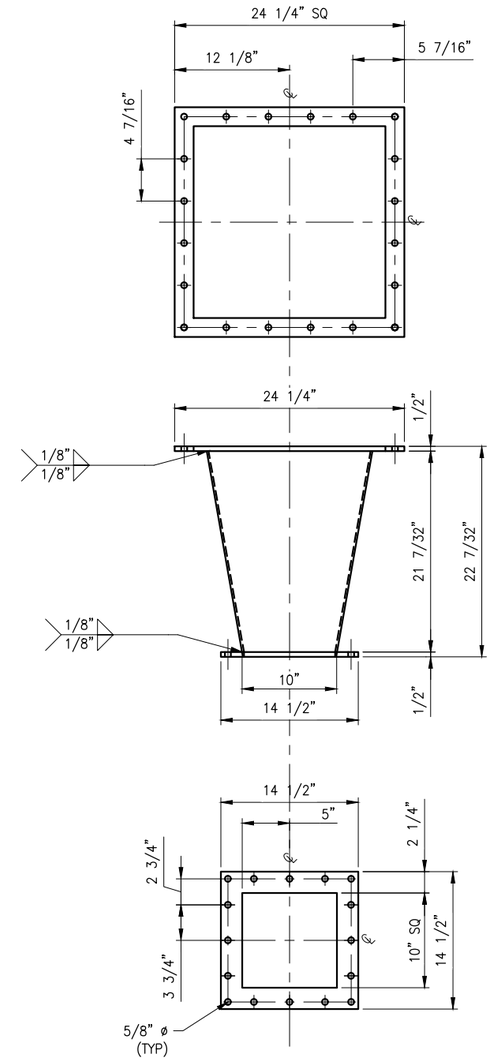
## NOTES

1) HILTI HY–HIT 200 EPOXY OR EQUAL.



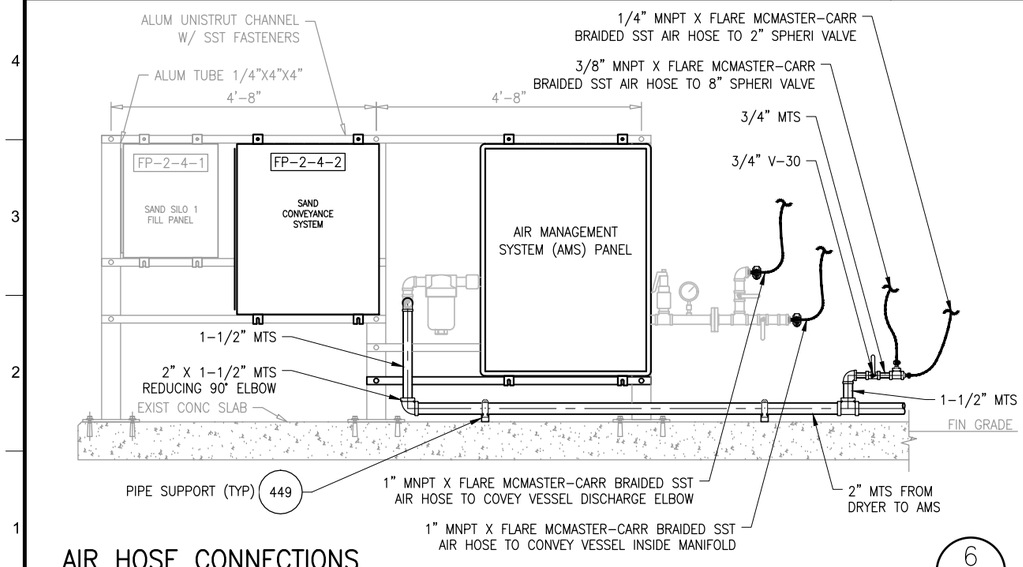

SAND CONVEYANCE VESSEL SUPPORT LEG (TYP OF 3) (5)

SCALE: 3" = 1'–0" C–02



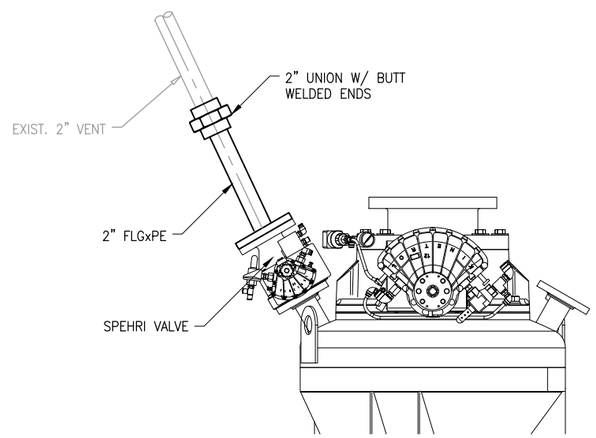

EXISTING SILO – MAINTENANCE GATE VALVE TRANSITION ADAPTOR (7)

SCALE: 1–1/2" = 1'–0" C–02




AIR HOSE CONNECTIONS (6)

SCALE: 3/4" = 1'–0" C–02




CONNECTION TO EXISTING VENT PIPE (8)

SCALE: 1–1/2" = 1'–0" C–02


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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

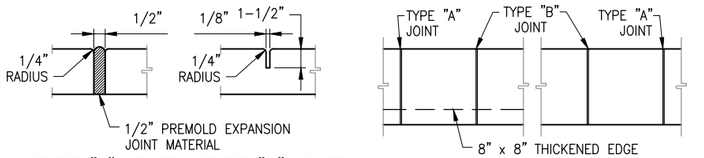
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

COMMON SPECIFIC DETAILS

BID NUMBER : 2021B-005

| DWG NO. | SHEET |
|---|---|
| 19 | C-03 |
| OF 28 | PROJ. NO. 400-088.01 |
| DATE | APRIL 1, 2021 |


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_C-04; Plotted @: 4/5/2021 8:47:09 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:



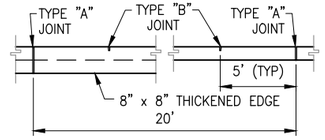

TYPE "A" JOINT TYPE "B" JOINT

NOTES:

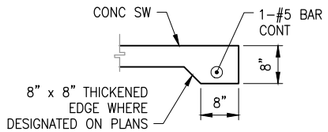
1) TYPE "A" JOINTS SHALL BE USED ON SIDEWALKS @ 20' CENTERS & ON P.C. AND P.T. OF CURVES.
2) TYPE "A" JOINTS SHALL BE USED AT JUNCTIONS OF EXIST AND NEW SIDEWALKS AND WHERE SIDEWALK ABUTS CONC CURBS, DRIVEWAYS AND SIMILAR STRUCTURES.
3) TYPE "B" JOINTS SHALL BE USED ON SIDEWALKS @ 5' CENTERS.
4) SIDEWALKS SHALL BE 4" THICK EXCEPT AT DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
5) SIDEWALKS WIDTH SHALL BE AS INDICATED ON DRAWINGS.
6) WHERE EXIST SIDEWALK IS DISTURBED / DAMAGED BY WORK, RESTORATION LIMITS SHALL BE FULL SIDEWALK WIDTH TO FIRST JOINT EITHER SIDE OF DISTURBED / DAMAGED AREA.




P L A N



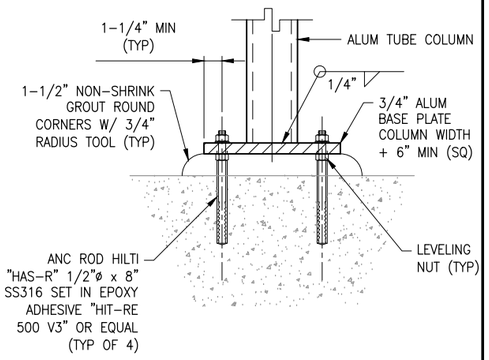

ELEVATION




THICKENED EDGE

113

CONCRETE SIDEWALK

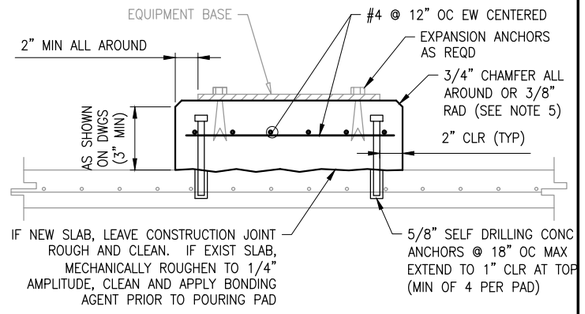



341

COLUMN BASE CONNECTION

NOTES:

1) PAD SIZE SHALL BE MIN SHOWN ON DETAIL OR DRAWING, OR AS INDICATED BY THE EQUIPMENT MANUFACTURER AND REVIEWED BY THE ENGINEER.
2) EQUIPMENT BASES SHALL BE INSTALLED LEVEL UNLESS SPECIFIED OTHERWISE.
3) SHIM BASES AND BACK OFF TEMPORARY LEVEL NUTS PRIOR TO PLACING GROUT. SHIMS SHALL NOT BE EXPOSED TO VIEW.
4) ANCHOR BOLT TYPE, SIZE, NUMBER, LOCATION AND THREAD PROJECTION SHALL BE AS PER EQUIPMENT MANUFACTURER'S RECOMMENDATIONS AND REVIEWED BY THE ENGINEER. WHERE APPLICABLE ANCHOR BOLTS SHALL BE HELD IN POSITION WITH A TEMPLATE WHILE PAD IS BEING POURED AND CURED.
5) 3/8" TOOLED EDGE IS ACCEPTABLE SUBSTITUTE WITH OWNER / ENGINEER APPROVAL. DO NOT CHAMFER OR TOOL EDGES OF PADS ADJACENT TO WALLS.

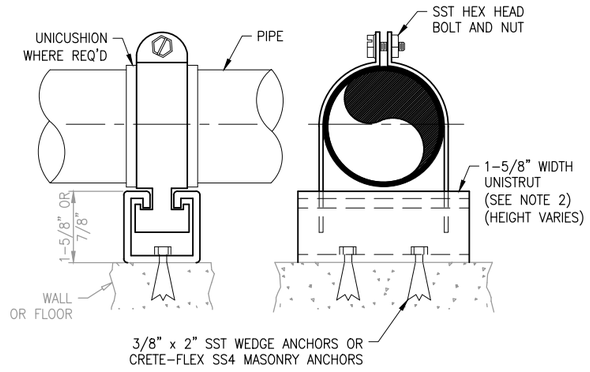



358C

EQUIPMENT PAD – TYPE C

NOTES:

1) PIPING SUPPORTS SHALL BE AS SPECIFIED IN SECTION 15400–PLUMBING.
2) APPLICATION SHALL BE AS FOLLOWS:
   - SST MATERIALS AS NOTED FOR GENERAL INDOOR/OUTDOOR INSTALLATION, SST UNISTRUT OR EQUAL.
   - FRP/VINYLESTER MATERIAL SHALL BE USED FOR CORROSIVE AREAS OR CHEMICAL HANDLING AREAS, AICKINSTRUT 2000 SERIES, OR EQUAL.




449

PIPE SUPPORT

ECKLER ENGINEERING, INC.
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APVD: D.K.HAMMANN

VERIFY SCALE
1"
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

COMMON STANDARD DETAILS - CIVIL - ARCH - STRUCT - MECH

BID NUMBER : 2021B-005

DWG NO. 20 OF 28
SHEET CD-01
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_CD-01; Plotted @: 4/5/2021 8:47:21 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:

## NOTES

1) **DENOTES FROM PREWIRED BY DENSE PHASE MECHANICAL CONVEYANCE SYSTEM MANUFACTURER SUPPLIER

FI 2-2-1 — INFLUENT FLOW (GPM)
FIQ — TOTAL FLOW CURRENT DAY X1000 GALLONS
FIQ — TOTAL FLOW PREVIOUS DAY X1000 GALLONS
FI 2-2-2 — INFLUENT FLOW (GPM)
FIQ — TOTAL FLOW CURRENT DAY X1000 GALLONS
FIQ — TOTAL FLOW PREVIOUS DAY X1000 GALLONS
FI 2-2-3 — INFLUENT FLOW (GPM)
FIQ — TOTAL FLOW CURRENT DAY X1000 GALLONS
FIQ — TOTAL FLOW PREVIOUS DAY X1000 GALLONS
FI 2 — TOTAL WTP INFLUENT FLOW (GPM)
FIQ — TOTAL FLOW CURRENT DAY X1000 GALLONS
FIQ — TOTAL FLOW PREVIOUS DAY X1000 GALLONS
HS 2-1-(3) — FCV-2-1-(3) OPEN/CLOSE/HOLD
ZL 2-1-(3) — FCV-2-1-(3) OPEN/CLOSE/STATUS
ZL 2-1-(3)
XA 2-1-(3) — FCV-2-1-(3) FAULT

SCADA HMI NETWORK — EN — EH — EN — M F/O — F/O — CTU — F/O — SCADA HMI NETWORK

FIELD

FQI 2-1-1, FIR 2-1-1, FIR 2-1-2, FQI 2-1-2, FIR 2-1-3, FQI 2-1-3, FY 2-1 SUM, FIR 2-1, FQI 2-1 TOTAL — MCP

RUN PLANT IN "AUTO" IF ANY CHECK VALVE "OPEN" AND "AUTO" PLANT OPERATION SELECTED — AND — HS 2-1 LA — OR — QL 2-1 AUTO — MCP

- "AUTO" TO UP-4, DISINFECTION
- "AUTO" TO UP-5, FILTRATION
- "AUTO" TO UP-6, CHEMICAL FEED SYSTEMS
- "AUTO" TO UP-8, LIME PREPARATION/FEED

EN2, EN3, EN4

REMOTE I/O-MCP — PLC-MCP — EN — M F/O — OPERATOR INTERFACE — EN

FIELD

FP-2-1 — 120V — J — EN — FFIC 2-1-1, FFIC 2-1-2, FFIC 2-1-3 — J BOX — 120V EN

ARV-2-1-1 — OPEN ZS 2-1-1 — FCV 2-1-1 — FE 2-1-1 — FIT 2-1-1 — E — S — RW — OF — DR

T-2-2-1 SOFTENING UNIT 1 — M-2-2-1 — SW — LS — ALTERNATE INJECTION POINT — 8A, I-17

SSL — HMPS — 6A, I-15 — CS — 4A, I-3

SC — DR — SSL — HMPS — 6B, I-15 — CS — 4B, I-3

ARV-2-1-2 — OPEN ZS 2-1-2 — FCV 2-1-2 — FE 2-1-2 — FIT 2-1-2

T-2-2-2 SOFTENING UNIT 2 — M-2-2-2 — SW — LS — ALTERNATE INJECTION POINT — 8B, I-17

9A, I-10 — W2 — A — RW — EN — J BOX — 120V EN

T-2-3-1 SPENT CATALYST PIT — SC — DR — SSL — 2A, I-10 — 2B, I-16

FROM EAST WELLFIELD — RW

ARV-2-1-3 — OPEN ZS 2-1-3 — FCV 2-1-3 — FE 2-1-3 — FIT 2-1-3

T-2-2-3 SOFTENING UNIT 3 — M-2-2-3 — SW — LS — ALTERNATE INJECTION POINT — 8C, I-17

SSL — HMPS — 6C, I-15 — CS — 4C, I-3

DR — TO LAKE

FIELD

M-2-4-1A EXHAUST FAN — M-2-4-1B MECHANICAL SHAKER — BAG HOUSE FILTER — M — SSL — FROM SAND DELIVERY TRUCK

T-2-4-1 SAND STORAGE SILO — FP-2-4-2**

MAINTENANCE GATE VALVE — P** HPA — ARV — LT — PS — AIR MANG. PANEL — AIR DRYER** — HPA — PNEUMATIC SAND CONVEYENCE VESSEL** — AIR COMPRESSOR** — H — 9B, I-10

208V 3Ø — HS 2-4-1A HO — HS 2-4-1B HO — MS 2-4-1A — MS 2-4-1B — QL 2-4-1A ON — QL 2-4-1B — FP-2-4-1


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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

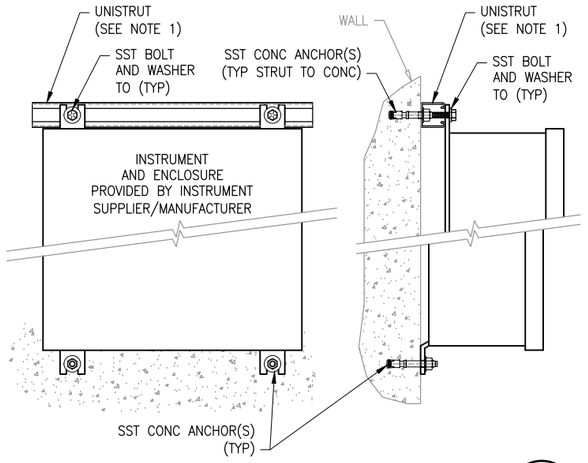
UNIT PROCESS 2 - LIME SOFTENING

DWG NO. 21 OF 28 — SHEET I-01 — PROJ. NO. 400-088.01 — DATE APRIL 1, 2021

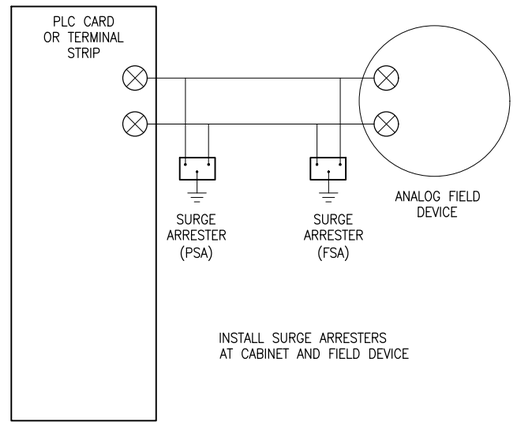
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NOTES:

1) PROVIDE SST OR F.R.P. 1-5/8" UNISTRUT WITH SST BOLTS AND NUTS WHERE REQUIRED TO OFFSET INSTRUMENT MOUNT FROM WALL.




## WALL MOUNTED INSTRUMENT/ELECTRICAL ENCLOSURE INSTALLATION (502)




## FIELD INSTRUMENT LIGHTNING SURGE ARRESTER SYSTEM (530)


ECKLER ENGINEERING, INC.
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FLORIDA # 50589

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

STANDARD DETAILS - P&ID

DWG NO. 22 OF 28
SHEET ID-01
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_ID-00; Plotted @: 4/5/2021 8:47:43 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:

# ELECTRICAL LEGEND

- RACEWAY EXPOSED
- RACEWAY CONCEALED
- LIGHTING RACEWAY EXPOSED
- LIGHTING RACEWAY CONCEALED
- RACEWAY TURNED UP / DOWN
- MOTOR (HP), WELL PUMP (HP)
- TRANSFORMER, WET / DRY
- FUSE
- CIRCUIT BREAKER
- CAPACITOR
- ON–OFF SWITCH
- LIGHTNING ARRESTOR
- DISCONNECT SWITCH
- GROUND SYMBOL
- CONTACT, NORMALLY OPEN, W/ NEMA SIZE INDICATED
- CONTACT, NORMALLY CLOSED, W/ NEMA SIZE INDICATED
- LEVEL SWITCH, FLOAT, SINGLE POLE SINGLE THROW
- LEVEL SWITCH, FLOAT, SINGLE POLE DOUBLE THROW
- PRESSURE SWITCH
- LIMIT SWITCH
- THERMAL SWITCH
- PILOT LIGHT
- HEATER
- ETM — ELAPSE TIME METER
- SELECTOR SWITCH
- PUSH BUTTON
- RED. MAINTAINED BUTTON
- TIMING CONTACT
- FLOW SWIITCH
- CR — CONTROL RELAY, MOTOR
- ETHERNET SYMBOL
- BONDING
- GFW
- FROM THIS POINT
- STARTER, COMBINATION
- MS — STARTER MANUAL
- S — SOLENOID VALVE
- M — MOTOR OPERATED VALVE

- LIGHT, SURFACE / WALL MOUNTED
- EMERGENCY LIGHT, WALL / CEILING MOUNTED
- LIGHT, WALL PACK
- EXIT LIGHT, WALL OR CEILING MOUNTED
- LIGHT FIXTURE, FLUORESCENT, HANGING / SURFACE MOUNTED
- LIGHT FIXTURE, FLUORESCENT, 2x4 LAY–IN GRID SYSTEM
- LIGHT FIXTURE, FLUORESCENT, 2x4 HANGING / SURFACE MOUNTED
- LIGHT, POLE MOUNTED
- PANELBOARD, ELECTRIC / LIGHTING
- METER CAN
- TRANSFORMER
- EXHAUST FAN, CEILING MOUNTED
- RECEPTACLE, SIMPLEX 14" A.F.F.
- RECEPTACLE, DUPLEX 14" A.F.F.
- RECEPTACLE, DUPLEX FLUSH W/ FLOOR
- RECEPTACLE, DUPLEX GFI
- RECEPTACLE, DUPLEX WEATHER PROOF
- RECEPTACLE, CEILING MOUNTED
- RECEPTACLE, QUAD
- RECEPTACLE, SPECIAL OUTLET AS REQUIRED
- SWITCH, SINGLE POLE, 48" A.F.F.
- SWITCH, TWO POLE, 48" A.F.F.
- SWITCH, THREE POLE, 48" A.F.F.
- TELEPHONE JACK
- JUNCTION BOX
- SMOKE DETECTOR
- CARBON MONOXIDE DETECTOR
- HEAT DETECTOR
- GAS DETECTOR
- FLOOD DETECTOR
- CIRCUIT TAG, PANELBOARD "A", CIRCUIT 1 & 3
- CONDUIT TAG, REFER TO RISER OR ONE–LINE DIAGRAM
- CONDUIT TAG, MULTIPLE RUNS, SHOW W/ SINGLE LINE FORMAT

AFF ABOVE FINISHED FLOOR
AL ALARM LIGHT
AS AMP SWITCH
ATS AUTOMATIC TRANSFER SWITCH
CB CIRCUIT BREAKER
CCB CONTROL CIRCUIT BREAKER
CPB CONTROLS PULL BOX
CR CONTROL RELAY
C&W CONDUIT & WIRE
C/P CONTROL PANEL
C/S CONTROL STATION
DISC DISCONNECT SWITCH
DPST DOUBLE POLE SINGLE THROW
ETM ELAPSED TIME METER
FT FLOW TRANSMITTER
FIT FLOW INDICATING TRANSMITTER
FOL1 FOLLOW 1 PUMP
FPB FLUSH PULL BOX
FVNR FULL VOLTAGE NON–REVERSING
FVR FULL VOLTAGE REVERSING
FV,2S,2W FULL VOLTAGE, 2 SPEED, 2 WINDING
GFI GROUND FAULT INTERRUPTER
GST GROUND STORAGE TANK
HOA HOND–OFF–AUTO
HOR HAND–OFF–REMOTE
IPB INSTRUMENTATION PULL BOX
ISO ISOLATOR
LA LIGHTNING ARRESTOR
LC LIGHTNING CONTRACTOR
LEAD LEAD PUMP
LS LEVEL SWITCH
M MOTOR STARTER
MCC MOTOR CONTROL CENTER
MCP MOTOR CONTROL PANEL
MLO MAIN LUG ONLY
OL OVER LOAD RELAY
PB PUSH BUTTON
PLC PROGRAMMABLE LOGIC CONTROLLER
PM PHASE MONITOR
PNLB PANEL BOARD
PPB POWER PULL BOX
PS PRESSURE SWITCH
R,G,A RED, GREEN, AMBER PILOT LIGHT
REC RECORDER
RIC RELAY INTERFACE CABINET
R/O READ OUT
SC SURGE CAPACITOR
SPB SIGNAL PULL BOX
SS SELECTOR SWITCH, 316 SST
TC TIME CLOCK
TD TIME DELAY
TH THERMOSTAT
TOT TOTALIZER
TS TEST SWITCH
TX TRANSFORMER
VJB VIDEO JUNCTION BOX
W/P WEATHER PROOF
WW WIRE WAY
PL PLATE
PLCS PLACES
WM WATER MAIN

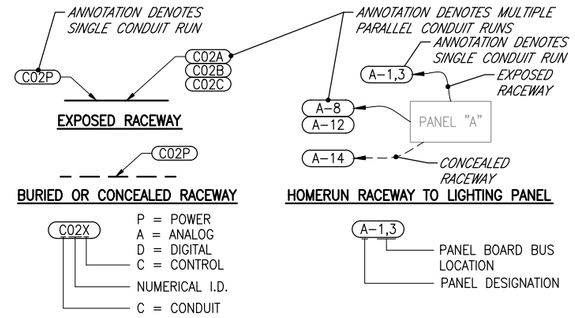
# MATERIAL SCHEDULE

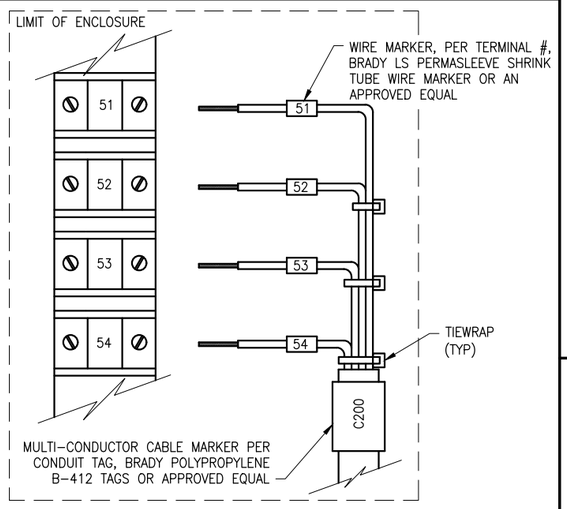
| LOCATION | CONDUIT | ENCLOSURE MATERIALS | ENCLOSURE NEMA RATING | FASTENERS, STRUT, THREADED ROAD, ETC. | REMARKS |
|---|---|---|---|---|---|
| **INTERIOR** | | | | | |
| EXPOSED IN AIR CONDITIONED EQUIPMENT ROOMS | PVC SCH 80 | PAINTED STEEL | 1, GASKETED | GALVANIZED STEEL | |
| EXPOSED IN PUMP ROOMS, EQUIPMENT ROOMS, ETC. (NOT AIR CONDITIONED) | PVC SCH 80 | 316 STAINLESS STEEL | 3R, MODIFIED NEMA 12 | 316 STAINLESS STEEL | |
| EXPOSED IN CHEMICAL ROOMS, ETC. | PVC SCH 80 | FRP | 4X | FRP | |
| CONCEALED IN OFFICES, CONTROL ROOMS, ATTICS, ETC. | ELECTRICAL METALLIC TUBING, GALVANIZED STEEL | PAINTED STEEL | 1 | GALVANIZED STEEL | |
| CONCEALED IN BLOCK WALLS, POURED CONCRETE WALLS, ETC. | PVC SCH 40 | N/A | N/A | GALVANIZED STEEL | |
| **EXTERIOR** | | | | | |
| BELOW GRADE | PVC SCH 40 | CONCRETE BOXES | N/A | 316 STAINLESS STEEL | |
| ABOVE GRADE | PVC SCH 80 | 316 STAINLESS STEEL | 4X | 316 STAINLESS STEEL | |

GENERAL NOTES

1. THE SCHEDULE SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS, UNLESS OTHERWISE INDICATED BY THE DRAWINGS OR NOTED IN THE SPECIFICATIONS.
2. THE SCHEDULE SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND LIGHT POLES. WHERE APPLICABLE, THESE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE.
3. PVC COATED RGS WHERE NOTED OR INDICATED ON DRAWINGS.

# CONDUIT / RACEWAY IDENTIFICATION LEGEND




# TERMINATION EXAMPLE DETAIL

SCALE : N.T.S.

# GENERAL ELECTRICAL NOTES

1) ALL PROPOSED AND MODIFIED CONDUITS AND WIRE SHALL BE LABELED PER STANDARD DETAILS.
2) THE CONTRACTOR SHALL VERIFY EXACT LOCATION OF ELECTRICAL ENCLOSURES AND CONDUIT ENTRANCES OF ALL EQUIPMENT AGAINST APPROVED SHOP DRAWINGS BEFORE STUBBING UP CONDUITS.
3) CONDUIT FOR FUTURE EQUIPMENT OR EXTENSION SHALL BE TERMINATED AS SHOWN IN DETAILS OR AS SPECIFIED. ALL EXPOSED CONDUIT STUB UPS SHALL BE CAPPED.
4) CONNECTION BETWEEN RIGID CONDUIT AND MOTOR TERMINAL BOX SHALL BE LIQUID–TIGHT FLEXIBLE METAL CONDUIT.
5) EXPOSED CONNECTIONS SHALL BE LIQUID–TIGHT FLEXIBLE METAL CONDUIT WITH APPROVED GROUNDING FITTINGS AND SHALL NOT EXCEED 30" IN LENGTH FOR 2" SIZE FITTINGS AND LARGER. MAXIMUM LENGTH OF 18" FOR SIZES 1" AND SMALLER.
6) CONDUITS TERMINATING AT SWITCHBOARD, MOTOR CONTROL CENTER, POWER PANELS, CONTROL CABINETS, ETC., SHALL BE EQUIPPED WITH A GROUNDING BUSHING 'OZ' TYPE 'GB' AND GROUNDED AS INDICATED ON DRAWINGS OR PER NEC SECTION ARTICLE 250.
7) EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH APPROVED SHOP DWG, ADJUSTMENT OR ALTERATIONS SHALL BE MADE WITH ENGINEERS APPROVAL.
8) MOTOR CONTROL CENTERS, SWITCHBOARDS, SWITCHGEAR AND ALL FREE STANDING PANELS SHALL BE SET ON CONCRETE HOUSEKEEPING PAD AS SHOWN IN DETAILS, UNLESS OTHERWISE INDICATED.
9) IN CASE OF INTERFERENCE BETWEEN ELECTRICAL EQUIPMENT SHOWN ON THE DRAWINGS AND OTHER EQUIPMENT OR CONFLICTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING AND THE ENGINEER SHALL REVIEW THE PROPOSED CHANGES BEFORE THEY ARE MADE.
10) ALL OUTDOOR DEVICES SHALL BE "IN–USE" WEATHERPROOF.
11) ALL RECEPTACLES IN OUTDOOR OR ANTICIPATED WET AREAS SHALL BE GROUND FAULT INTERRUPTER RECEPTACLES.
12) ALL RECEPTACLES SHALL BE MOUNTED 14" ABOVE FLOOR SURFACE UNLESS OTHERWISE INDICATED.
13) LOCATION OF PULLBOXES ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF PULL BOXES WITH MECHANICAL PIPING AND/OR OTHER SITE WORK. ANY FIELD ADJUSTMENTS SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
14) CONTRACTOR SHALL PROVIDE PULLBOXES WHERE THEY ARE REQUIRED TO MAKE A WORKABLE INSTALLATION WHETHER INDICATED BY DRAWINGS OR NOT.
15) SEE SPECIFICATIONS DIVISION 16 FOR ADDITIONAL NOTES AND REQUIREMENTS.
16) CONTRACTOR SHALL DUCT SEAL ALL ELECTRICAL CONDUITS ENTERING CONTROL PANELS, SWITCHBOARDS, PANEL BOARDS, SAFETY SWITCHES AND THE LIKE. DUCT SEAL SHALL ALSO BE APPLIED TO CONDUITS ENTERING CHEMICAL AREAS SUCH AS CHLORINE ROOMS AND THE LIKE TO PROHIBIT GAS MIGRATION TO OTHER AREAS. DUCT SEAL SHALL BE APPLIED TO CONDUITS AT BOTH ENDS. DUCT SHALL BE PUG DUCT SEAL BY GB ELECTRICAL OR EQUAL.

# ELECTRICAL SCOPE OF WORK

1) INSTALL THE NEW SAND LOADER SYSTEM AS SHOWN ON THE DRAWINGS.
2) FURNISH AND INSTALL ALL POWER AND CONTROL, WIRES, CONDUITS, ETC. FOR A FULLY OPERATIONAL SYSTEM AS SHOWN ON THE DRAWINGS.


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: D.K.HAMMANN
DR: M.SIQUIERA
CHK: D.K.HAMMANN
APVD: D.K.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|


RC Engineering, Inc.
ELECTRICAL CONSULTANTS
5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
(954) 757–7900
EMAIL: DRICE@RC–ENG.com
LICENSE NO. CA0004755
CONSULTANT

DAVID L. RICE, P.E.
FLORIDA #34343


**VILLAGE OF PALM SPRINGS**

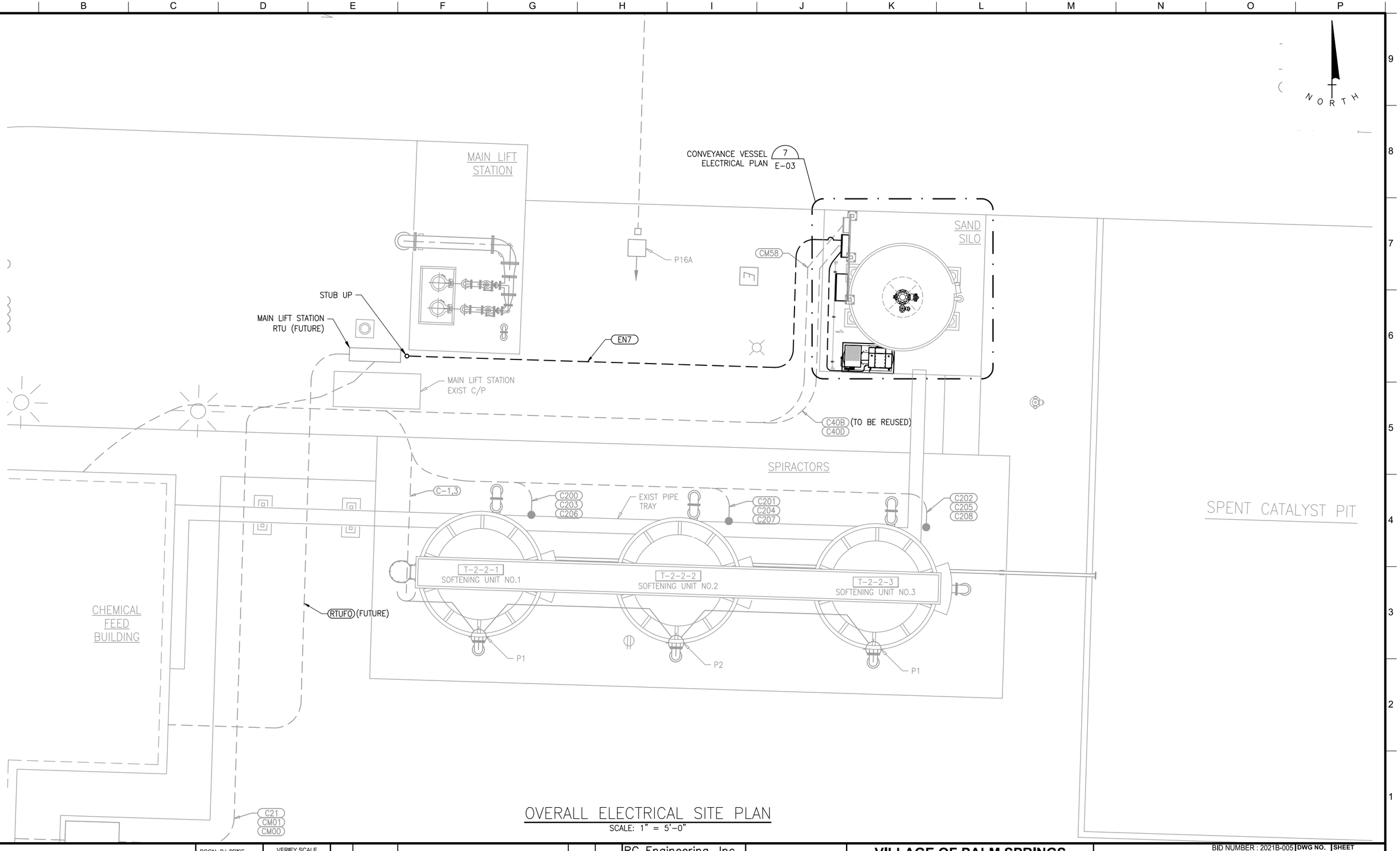
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

ELECTRICAL NOTES AND LEGENDS

BID NUMBER : 2021B-005

DWG NO. 23 OF 28
SHEET E-01
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_E-01; Plotted @: 4/5/2021 8:47:55 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:




# OVERALL ELECTRICAL SITE PLAN

SCALE: 1" = 5'-0"


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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: D.L.PRICE
DR: M.SIQUEIRA
CHK: 93 - Electrical Chk
APVD: 94 - Electrical Appr

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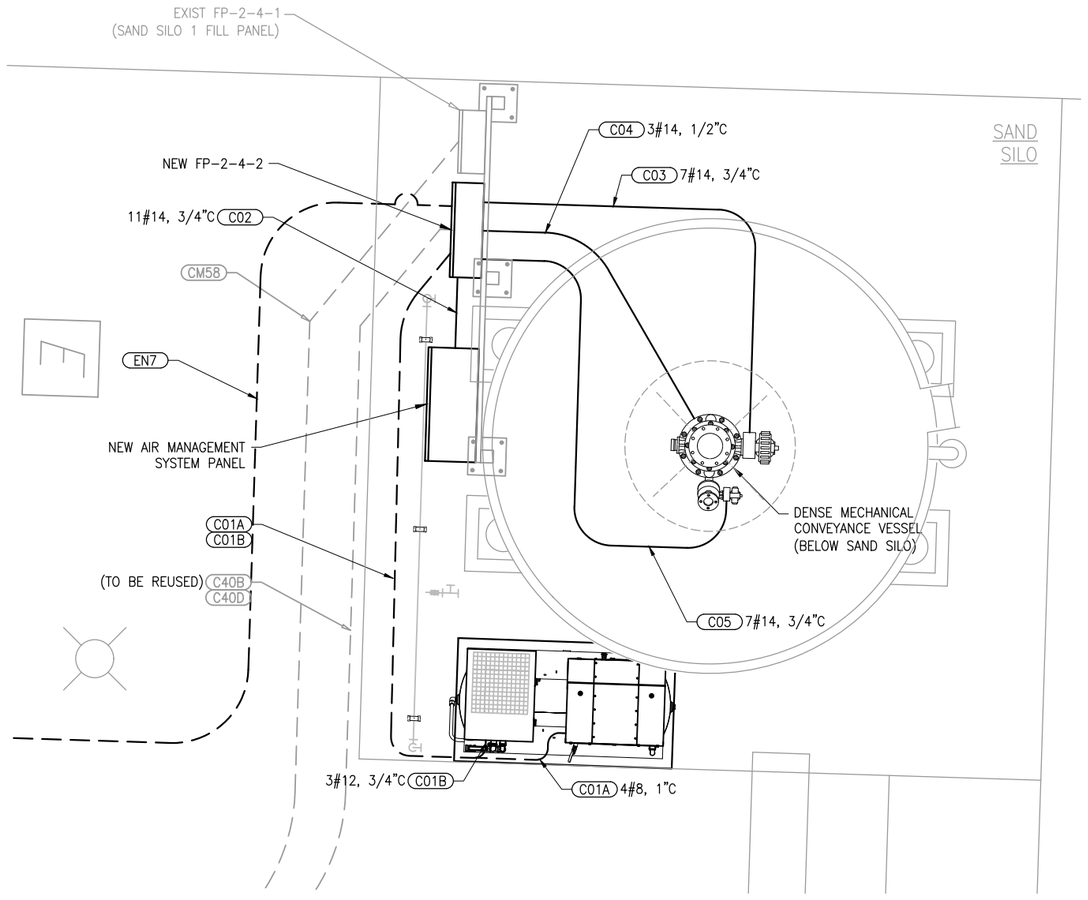
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

PNEUMATIC SAND SYSTEM
ELECTRICAL MODIFICATION PLAN

DWG NO. 24 OF 28
SHEET E-02
PROJ. NO. 400-088.01
DATE APRIL 1, 2021


File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_E-02; Plotted @: 4/5/2021 8:48:11 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:

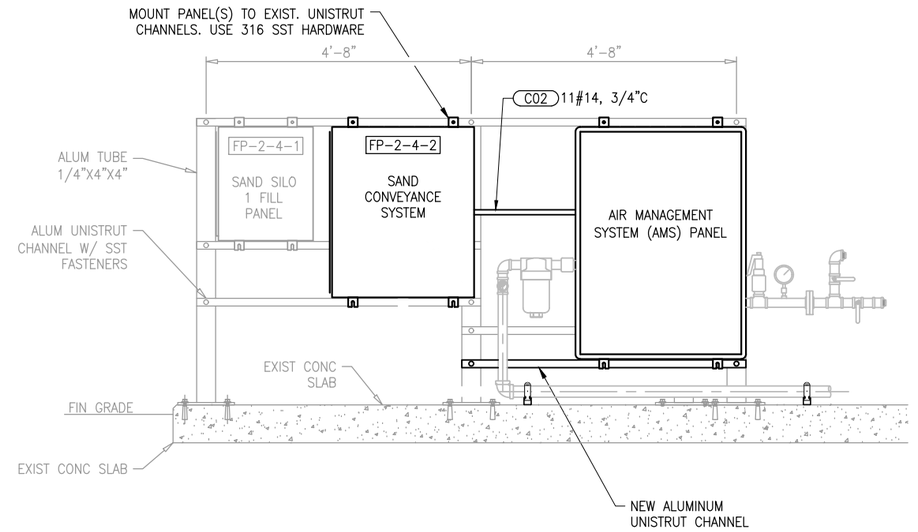



## CONVEYANCE VESSEL ELECTRICAL PLAN

7

SCALE: 1" = 2'

E-02




## FIELD PANELS ELEVATION

D

SCALE: 3/4" = 1'-0"

E-02

NORTH

## NOTES

1) CONTRACT DOCUMENTS INDICATE THE EXTENT AND GENERAL ARRANGEMENT OF EQUIPMENT AND WIRING. ALL ITEMS NOT SPECIFICALLY MENTIONED IN THE DOCUMENTATION BUT WHICH ARE OBVIOUSLY NECESSARY TO MAKE A COMPLETE WORKING INSTALLATION SHALL BE INCLUDED. THE WORK SHALL BE OF FIRST CLASS QUALITY
2) CONTRACTOR SHALL PROVIDE A WARRANTY AGAINST DEFECTIVE ELECTRICAL WORKMANSHIP, MATERIALS, OR EQUIPMENT FOR A MINIMUM OF ONE (1) YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION.
3) CONTRACTOR SHALL WIRE AND CONNECT ALL MOTORS, CONTROLS, OR OTHER ELECTRICAL ITEMS PROVIDED BY THE OTHER TRADES. CONTRACTOR SHALL PROVIDE ALL CONTROL WIRING, AND PROVIDE POWER TO ALL CONTROL DEVICES.
4) CONTRACTOR SHALL PROVIDE ALL CUTTING AND PATCHING, ETC. FOR A COMPLETE JOB. ALL MATERIALS SHALL BE NEW, SHALL BE UL LISTED.
5) ALL ELECTRICAL EQUIPMENT SHALL BE MOUNTED ABOVE THE FLOOD PLANE ELEVATION.
6) ALL EMPTY CONDUITS SHALL HAVE NYLON PULL CORDS AND SHALL BE IDENTIFIED AT EACH END.
7) SHOP DRAWINGS SHALL BE PROVIDED, PER SPECIFICATIONS.

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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CA No. 7803

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CHK: 93 - Electrical Chk
APVD: 94 - Electrical Appr

VERIFY SCALE
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ELECTRICAL CONSULTANTS
5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
(954) 757-7900
EMAIL: DRICE@RC-ENG.com
LICENSE NO. CA0004755
CONSULTANT

DAVID L. RICE, P.E.
FLORIDA #34343

**VILLAGE OF PALM SPRINGS**

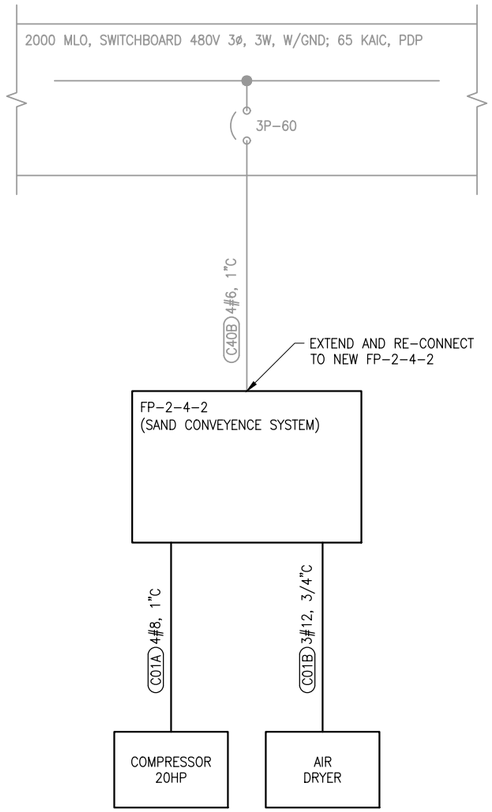
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

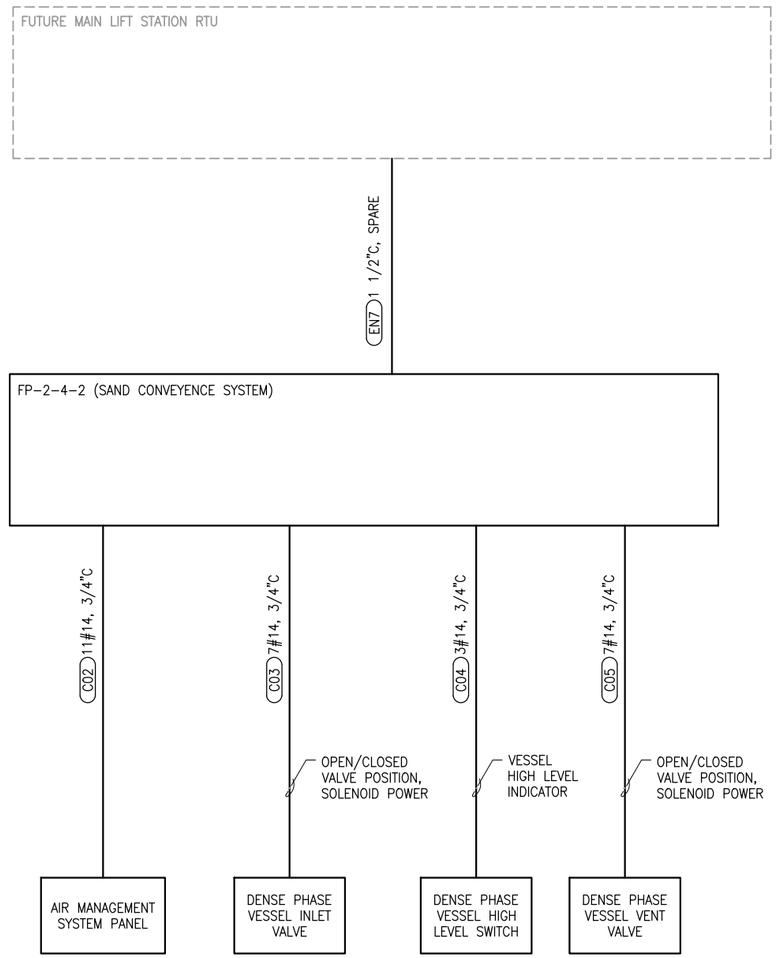
BID NUMBER : 2021B-005

PNEUMATIC SAND SYSTEM
ELECTRICAL MODIFICATION PLAN
AND DETAIL

DWG NO. 25 OF 28
SHEET E-03
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_E-03; Plotted @: 4/5/2021 8:48:30 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:




## NOTES

1) THERE IS NO ELECTRICAL LOAD CHANGE ON SYSTEM.
2) NEW COMPRESSOR (20HP) REPLACES THE EXISTING COMPRESSOR (20HP) SAME VOLTAGE AND LOAD.
3) NEW AIR DRYER REPLACES EXISTING AIR DRYER, SAME VOLTAGE AND LOAD.

## PNEUMATIC SAND SYSTEM POWER ONE LINE DIAGRAM

N.T.S.

## INSTRUMENTATION ONE LINE DIAGRAM

N.T.S.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.L.PRICE
DR: M.SIQUEIRA
CHK: 93 - Electrical Chk
APVD: 94 - Electrical Appr

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5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
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EMAIL: DRICE@RC-ENG.com
LICENSE NO. CA0004755
CONSULTANT

DAVID L. RICE, P.E.
FLORIDA #34343

**VILLAGE OF PALM SPRINGS**

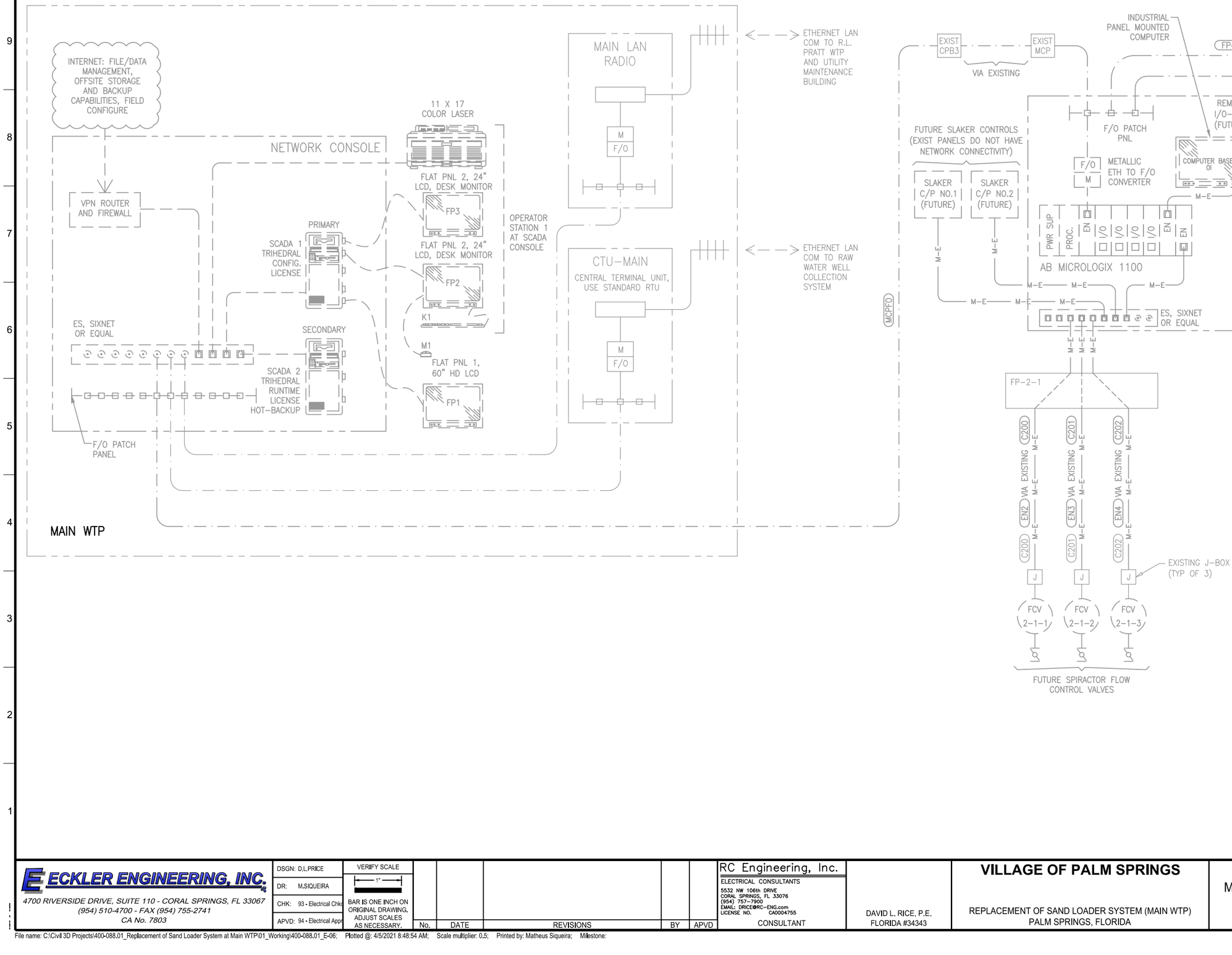
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

PNEUMATIC SAND SYSTEM POWER AND INSTRUMENTATION ONE-LINE DIAGRAM

BID NUMBER : 2021B-005

DWG NO. 26 OF 28
SHEET E-04
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

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CA No. 7803

DSGN: D.L.PRICE
DR: M.SIQUEIRA
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ELECTRICAL CONSULTANTS
5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
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FLORIDA #34343

**VILLAGE OF PALM SPRINGS**

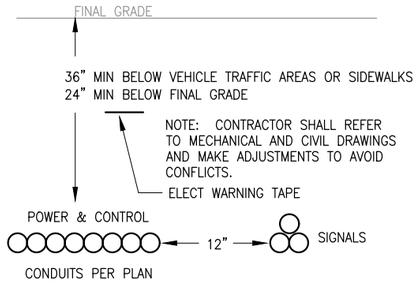
REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

BID NUMBER : 2021B-005

MAIN WTP NETWORK DIAGRAM MODIFICATION

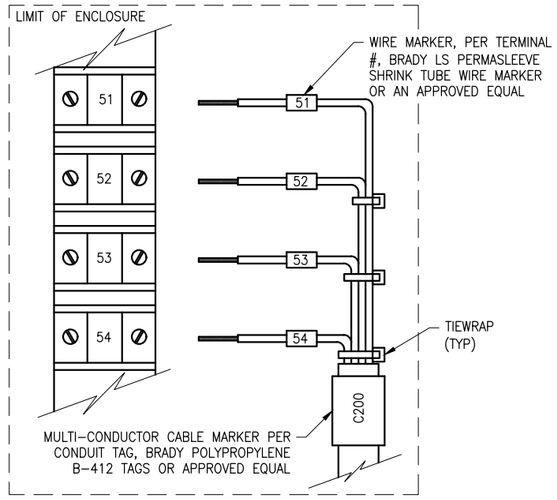
DWG NO. 27 OF 28
SHEET E-05
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

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## DIRECT BURIED CONDUIT

601

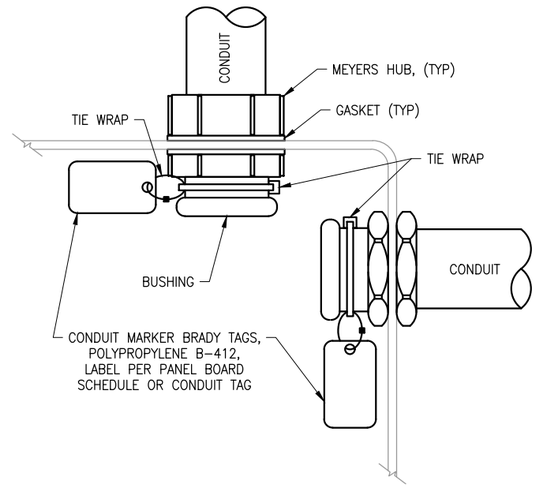



## TERMINATION EXAMPLE DETAIL

604B

NOTES:

1) SHOWN FOR SURFACE MOUNT PANEL INSTALLATION. SAME PRINCIPALS APPLY TO OTHER INSTALLATIONS. PROVIDE BUSHING AND CONDUIT MARKER.




## CONDUIT DETAIL (OUTDOOR OR DAMP LOCATION)

625

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.PRATT-ANN
DR: M.SIQUEIRA
CHK: D.K.PRATT-ANN
APVD: D.K.PRATT-ANN

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

RC Engineering, Inc.
ELECTRICAL CONSULTANTS
5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
(954) 757-7900
EMAIL: DRICE@RC-ENG.com
LICENSE NO. CA0004755
CONSULTANT

DAVID L. RICE, P.E.
FLORIDA #34343

**VILLAGE OF PALM SPRINGS**

REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)
PALM SPRINGS, FLORIDA

STANDARD DETAILS - ELECTRICAL

BID NUMBER : 2021B-005

DWG NO. 28 OF 28
SHEET ED-01
PROJ. NO. 400-088.01
DATE APRIL 1, 2021

File name: C:\Civil 3D Projects\400-088.01_Replacement of Sand Loader System at Main WTP\01_Working\400-088.01_ED-00; Plotted @: 4/5/2021 8:49:06 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone:

CONTRACT DOCUMENTS

# REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)

BID NUMBER : 2021B-005

## VILLAGE OF PALM SPRINGS

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT :
ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 • CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803

BID DOCUMENTS

PROJ NO : 400-088.01
DATE : APRIL 1, 2021

**CONTRACT DOCUMENTS**

**for the construction of the**

**REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)**

**for the**

**VILLAGE OF PALM SPRINGS**

*** * * * ***

**CONSISTING OF:**

**BIDDING REQUIREMENTS**

**CONTRACT FORMS**

**CONDITIONS OF THE CONTRACT**

**DRAWINGS/SPECIFICATIONS**

*** * * * ***

**ECKLER ENGINEERING, INC.**
**4700 Riverside Drive, Suite 110**
**Coral Springs, Florida 33067**
**CA No. 7803**

**April 1, 2021**

**Project No. 400-088.01**

**Eckler Engineering, Inc.**
**4700 Riverside Drive, Suite 110**
**Coral Springs, FL 33067**
**CA 7803**

**Douglas K. Hammann, P.E., 50589**
**General, Civil, Mechanical, Process**

**RC Engineering, Inc.**
**5532 NW 106th Drive**
**Coral Springs, FL 33076**
**CA 4755**

**David L. Rice, P.E., 34343**
**Electrical**

**SECTION 00020**

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# PART 1




# BIDDING REQUIREMENTS

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

**ITB NO. 2021B-005**
**REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Replacement of Sand Loader System (Main WTP)** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 13th, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **May 27th, 2021 at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents*.**

Invitation to Bid documents are available beginning **April 15th, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-005, REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)"**.

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 P.M. Bidding Documents are available on your preferred media device as a Compact Disc or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in- person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **April 28, 2021 at 2:00 PM.** Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: +1 (562) 247-8422 Access #632-639-653
Registration URL
https://attendee.gotowebinar.com/register/4012955072373904652

**Bid Opening**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (914) 614-3221 Access #622-810-717
Registration URL
https://attendee.gotowebinar.com/register/1373724744455907596

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 5th, 2021** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

| | |
|---|---|
| Owner: | **Village of Palm Springs** |
| By: | **Kimberly Wynn** |
| Title: | **Village Clerk** |
| Date: | **April 15, 2021** |

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

## INSTRUCTIONS TO BIDDERS

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**ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida general contractor license number (provide current copy).

C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 – Qualification Statement, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as utility structure improvement of similar size and complexity.

E. Current Certificate of Insurance per the requirements of Section 00520 – Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and

submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

**ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 Not Used.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

**ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

**ARTICLE 14 – BASIS OF BID**

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total

will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission Checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 – Scrutinized Companies Certification Form
Certificate of Insurance

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 22 – SALES AND USE TAXES**

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

END OF SECTION

**SECTION 00400**

**BID SUBMISSION CHECKLIST**

Project Name: REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)

Bid Number: 2021B-005

Bidder's Name: _____

The following items must be submitted in the following order with your bid:

1. ☐ Completed Section 00400 - Bid Submission Checklist.

2. ☐ Completed Section 00410 - Bid Form.

3. ☐ Completed Section 00430 - Bid Bond, complete with Power of Attorney.

4. ☐ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.

5. ☐ Completed Section 00440 – Florida Trench Safety Act Certification.

6. ☐ Completed Section 00451 –Qualifications Statement.

7. ☐ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years

8. ☐ Completed Section 00453 - Non-Collusive Affidavit.

9. ☐ Completed Section 00454 - Drug-Free Workplace.

10. ☐ Completed Section 00455 - Public Entity Crimes.

11. ☐ Completed Section 00456 – Scrutinized Companies Certification Form.

12. ☐ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.

14. ☐ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.

15. ☐ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

# SECTION 00410

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

**Village of Palm Springs**
**226 Cypress Lane**
**Palm Springs, FL 33461**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| **Addendum No.** | **Addendum Date** |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and

performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

| | | |
|---|---|---|
| 1 | Lump Sum Bid Price | $ |
| 2 | Lump Sum Contingency Allowance | $ 5,000.00 |

**Total of Lump Sum Price** $ _____

_____

(written)

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 240 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project;

F. Contractor's License Number;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00400 – Bid Submission Checklist.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

_____

By:
*[Signature]* _____

*[Printed name]* _____
*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]* _____

*[Printed name]* _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID
Bid Due Date:
Description: REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| _____ (Seal) | _____ (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| Title | Title |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary*.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term “Bid” as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

| | **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|---|
| (1) | | |
| (2) | | |
| (3) | | |
| (4) | | |
| (5) | | |
| (6) | | |
| (7) | | |

(Add additional pages as needed.)

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ _____ |
| 2. Special Shoring | $ _____ |

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

## QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: _____

Address: _____

_____

_____

**2. SUBMITTED TO:** _____

**3. SUBMITTED FOR:** _____

Owner: _____

Project Name: _____

_____

_____

_____

**TYPE OF WORK:** _____

_____

_____

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: _____

Title: _____

Phone: _____

Email: _____


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**5. AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____


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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____


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## 7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

## 9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____


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***NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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# SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
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**EJCDC® C-451, Qualifications Statement.**
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The_____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Replacement of Sand Loader System (Main WTP)**," the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is_____(officer's title) of_____(company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _____ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the _____ day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

# PART 2




# CONTRACT FORMS

# NOTICE OF AWARD

Date of Issuance:

Owner: Village of Palm Springs

Owner's Task Order No.: 271

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-088.01

Project: Replacement of Sand Loader System (Main WTP)

Contract Name: Replacement of Sand Loader System (Main WTP)

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____]counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Sand Loader System Replacement as described by the Drawings and Specifications. Generally, the work includes demolition, installation of new dense phase pneumatic conveyance system, electrical, site restoration and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Replacement of Sand Loader System (Main WTP).**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 240 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 270 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Unit Price Work | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | Not Applicable | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ N/A |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General

conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to 3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages _1__ to _65__, inclusive).

6. Supplementary Conditions (pages _1__ to _10__, inclusive).

7. Specifications as listed in the table of contents of the Project Manual dated **April 1, 2020.**

8. Drawings (not attached but incorporated by reference) consisting of _28__ sheets with each sheet bearing the following general title: **Replacement of Sand Loader System (Main WTP)**, dated **April 1, 2020**.

9. Addenda (numbers ___ to ___, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages ___ to ___, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

    a. Bodily Injury:
        Each Person $500,000
        Each Accident $1,000,000
    b. Property Damage:
        Each Incident $1,000,000

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

    a. Excess or Umbrella Liability
        1) General Aggregate $5,000,000
        2) Each Occurrence $1,000,000

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

    a. Contractor's Pollution Liability
        1) General Aggregate $2,000,000
        2) Each Occurrence $1,000,000

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

    a. Village of Palm Springs
    b. Eckler Engineering, Inc.

10.11 *Audit By Village*

A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or

because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | CONTRACTOR: |
|---|---|
| By: _____ | By: _____ |
| Title: Mayor | Title: _____ |
| | *(Seal)* |
| Attest: _____ | Attest: _____ |
| Title: Village Clerk | Title: Notary Public |
| Approved as to Form: _____ | |
| Title: Village Attorney | |
| Address for giving notices: | Address for giving notices: |
| 226 Cypress Lane | _____ |
| Palm Springs FL, 33461 | _____ |
| _____ | _____ |
| | License No.: _____ *(where applicable)* |

# NOTICE TO PROCEED

Owner: Village of Palm Springs

Owner's Task Order No.: 271

Contractor:

Contractor's Project No.:

Engineer: Eckler Engineering, Inc.

Engineer's Project No.: 400-088.01

Project: Replacement of Sand Loader System (Main WTP

Contract Name: Replacement of Sand Loader System (Main WTP)

Effective Date of Contract:

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:

*[Note any access limitations, security procedures, or other restrictions]*

Owner:

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

# PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: **Replacement of Sand Loader System (Main WTP)**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.


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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:


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# PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description: **Replacement of Sand Loader System (Main WTP)**

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

_____ *(seal)*
Contractor's Name and Corporate Seal

**By:** _____
Signature

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

**SURETY**

_____ *(seal)*
Surety's Name and Corporate Seal

**By:** _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.


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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:


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# PART 3




# CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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CSI NUCA
REPRESENTING UTILITY & EXCAVATION CONTRACTORS

**EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract.**
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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer


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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.


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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.


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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.


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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.


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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and


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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or


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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,


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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.


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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.


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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.


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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part


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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.


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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,


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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after


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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.


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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.


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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.


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## ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is


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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).


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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result


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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.


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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).


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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.


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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the


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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall only be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and


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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.


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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and


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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.


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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.


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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work


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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;


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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or


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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to


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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.


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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.


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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop


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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.


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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.


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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.


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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during


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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.


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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an


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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on


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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under


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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.


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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim


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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable


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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes


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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.


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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.


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## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to


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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.


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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will


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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:


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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or


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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount


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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.


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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of


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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,


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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.


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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,


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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for


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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.


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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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# SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

*SC-1.01 Defined Terms*

**SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

**SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.**

## ARTICLE 2 – PRELIMINARY MATTERS

*SC-2.01 Delivery of Bonds and Evidence of Insurance*

**SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:**

**B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

**SC-2.01 Delete Paragraphs 2.01 C. in its entirety.**

*SC-2.03 Before Starting Construction*

**SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:**

**At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review**

**ARTICLE 4 – PRELIMINARY MATTERS**

*SC-4.01 Commencement of Contract Times; Notice to Proceed*

**SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:**

**A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.**

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.01 Availability of Lands*

**SC-5.01 Add the following to the end of paragraph 5.01.C:**

**Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.**

*SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

**A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

*SC-5.06 Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

**A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**

**B. Not Used.**

**SC-5.06 Delete Paragraph 5.06 I. in its entirety.**

**SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"**

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.01 Performance, Payment, and Other Bonds*

**SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:**

**B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the**

**current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.**

*SC-6.02 Insurance—General Provisions*

**SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:**

**1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.**

**SC-6.02 Delete Paragraph 6.02 D. in its entirety.**

**SC-6.02 Add the following paragraphs immediately after Paragraph 6.02.J:**

**K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.**

**L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.**

**M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.**

**N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.**

**O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.**

**SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:**

**14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;**

**15. include by express endorsement coverage of damage to Contractor's equipment.**

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

**SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:**

**New Year's Day (January 1)**
**Martin Luther King Jr. Day (3rd Monday in January)**
**President's Day (3rd Monday in February)**
**Good Friday**
**Memorial Day (Last Monday of May)**
**Independence Day (July 4)**
**Labor Day (1st Monday of September)**
**Veteran's Day (November 11)**
**Thanksgiving Day (4th Thursday of November)**
**Day After Thanksgiving (4th Friday of November)**
**Christmas Eve (December 24)**
**Christmas Day (December 25)**
**New Year's Eve (December 31)"**

**SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

**Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

**SC-7.07 Delete Paragraph 7.07 B. in its entirety.**

*SC-7.11 Record Documents*

**SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:**

**Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.**

*SC-7.12 Safety and Protection*

**SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:**

**4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,**

**claims, or potential claims shall be reported promptly to Owner.**

*SC-7.16 Shop Drawings, Samples, and Other Submittals*

**SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:**

**2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).**

*SC-7.18 Indemnification*

**SC-7.18 Delete in its entirety**

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

*SC-9.02 Replacement of Engineer*

**SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ",provided the Contractor makes no reasonable objection."**

*SC-9.11 Evidence of Financial Arrangements*

**SC-9.11 Delete in its entirety**

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

**B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

**1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**

**2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**

**3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**

**4. Liaison:**

**a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in**

**providing information regarding the provisions and intent of the Contract Documents.**

**b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

**c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**

**5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

**6. Shop Drawings and Samples:**

a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

**b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

**c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**

**7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

**8. Review of Work and Rejection of Defective Work:**

**a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

**b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

**9. Inspections, Tests, and System Start-ups:**

**a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

**b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

10. **Records:**

    a. **Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**

13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.**

**c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

**C. The RPR shall not:**

**1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**

**2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.**

**3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**

**4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**

**5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**

**6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

**7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

**8. Authorize Owner to occupy the Project in whole or in part.**

**ARTICLE 12 – CLAIMS**

*SC-12.01 Claims*

**SC 12.01.B** **Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".**

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*SC-13.01 Cost of the Work*

**SC 13.01.B.5.c** **Add the following to the end of Paragraph 13.01.B.5.c:**

**In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.**

**SC 13.01.B.5.f** **Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."**

**SC 13.01.B.5.i** **Add the following new paragraphs immediately after paragraph 13.01.B.5.i:**

**j. The cost of compliance with current local, state and federal safety regulations.**

*SC-13.03 Unit Price Work*

**SC 13.03.E** **Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

**E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:**

**1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and**

**2. if there is no corresponding adjustment with respect to any other item of Work; and**

**3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.**

**SC 13.03.E** **Add the following new paragraphs immediately after Paragraph 13.03.E:**

**F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.**

**ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

*SC-14.02 Tests, Inspections, and Approvals*

**SC 14.02.A Add the following to the end of Paragraph 14.02.A:**

**Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.**

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

*SC-15.01 Progress Payments*

**SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:**

**Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.**

*SC-15.01 Progress Payments*

**SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:**

**After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.**

*SC-15.03 Substantial Completion*

**SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

**1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

# PART 4

# MISCELLANEOUS DOCUMENTS

# Contractor's Application for Payment No.

| | | |
|---|---|---|
| | Application Period: | Application Date: |
| To (Owner): | From (Contractor): | Via (Engineer): |
| Project: | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

| | |
|---|---|
| **1. ORIGINAL CONTRACT PRICE** | **$** |
| **2. Net change by Change Orders** | **$** |
| **3. Current Contract Price (Line 1 ± 2)** | **$** |
| **4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)** | **$** |
| **5. RETAINAGE:** | |
| **a. X _____ Work Completed** | **$** |
| **b. X _____ Stored Material** | **$** |
| **c. Total Retainage (Line 5.a + Line 5.b)** | **$** |
| **6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** | **$** |
| **7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** | **$** |
| **8. AMOUNT DUE THIS APPLICATION** | **$** |
| **9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)** | **$** |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

| | |
|---|---|
| By: | Date: |

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)


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# CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: Village of Palm Springs
Contractor:
Engineer: Eckler Engineering, Inc.
Project: Replacement of Sand Loader System at Main WTP

Owner's Task Order No.: 271
Contractor's Project No.:
Engineer's Project No.: 400-088.01
Contract Name: Replacement of Sand Loader System at Main WTP

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| EXECUTED BY ENGINEER: | RECEIVED: | RECEIVED: |
|---|---|---|
| By: _____ (Authorized signature) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ |

**Work Change Directive No.**

Date of Issuance: Effective Date:

Owner: Village of Palm Springs Owner's Task Order No.: 271

Contractor: Contractor's Project No.:

Engineer: Eckler Engineering, Inc. Engineer's Project No.: 400-088.01

Project: Replacement of Sand Loader System (Main WTP) Contract Name: Replacement of Sand Loader System (Main WTP)

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: | By: | By: |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: | Title: | Title: |
| Date: | Date: | Date: |

Approved by Funding Agency (if applicable)

By: Date:

Title:

**Change Order No.** _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs
Contractor:
Engineer: Eckler Engineering, Inc.
Project: Replacement of Sand Loader System (Main WTP)

Owner's Task Order No.: 271
Contractor's Project No.:
Engineer's Project No.: 400-088.01
Contract Name: Replacement of Sand Loader System (Main WTP)

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

| **CHANGE IN CONTRACT PRICE** | **CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]* |
|---|---|
| Original Contract Price:<br>$_____ | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>$_____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] of this Change Order:<br>$_____ | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| Contract Price incorporating this Change Order:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title _____ | Title _____ |
| Date: _____ | Date _____ | Date _____ |

Approved by Funding Agency (if applicable)

By: _____ Date:
Title: _____

**Field Order No.** _____

Date of Issuance: | Effective Date:

Owner: Village of Palm Springs | Owner's Task Order No.: 271

Contractor: | Contractor's Project No.:

Engineer: Eckler Engineering, Inc. | Engineer's Project No.: 400-088.01

Project: Replacement of Sand Loader System (Main WTP) | Contract Name: Replacement of Sand Loader System (Main WTP)

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

| ISSUED: | RECEIVED: |
|---|---|
| By: _____ Engineer (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Copy to: Owner

# PART 5




# SPECIFICATIONS

**SECTION 01010**

**SUMMARY OF WORK**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. All of the work under this contract is located at the Village of Palm Springs Main Water Treatment Plant, 360 Davis Road, Palm Springs, Florida, 33461.

B. Furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

C. Perform the work complete, in place, and ready for continuous service, and include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR whether specifically indicated in the Contract Documents or not.

E. Comply with all Municipal, County, State, Federal, and other codes which are applicable to the proposed construction work.

### 1.02 GENERAL DESCRIPTION OF WORK

A. The project consists of the furnishing and installation of Replacement Pneumatic Sand Conveyance System at the Main Water Treatment Plant.

### 1.03 DETAILED DESCRIPTION OF COMPONENTS

A. Demolition and site preparation per drawings.

B. Furnish and install Pneumatic Sand Conveyance System, complete.

C. Sitework inclusive of restoration and site cleanup.

D. Electrical work per drawings.

E. Coordinate and complete all permitting as specified herein.

F. Provide all required record drawings and other record documents.

G. Professional preconstruction audio/video tape of existing conditions of project site as specified.

H. Provide all surface restoration work as shown on the drawings and as specified including but not limited to sod replacement, site cleanup and pavement/sidewalk, as required.

I. Surface preparation and painting of all surfaces as specified.

J. All other required work whether implied or incidental to the proper completion of the project.

**1.04 CONTRACT TIME**

A. Contract times as specified in the Bid form and Agreement are as follows:

1. Substantial Completion = 240 calendar days from Notice to Proceed.
2. Final Completion = 30 calendar days from Date of Substantial Completion.

**1.05 ALLOWANCES**

A. The CONTRACTOR shall include in the Bid, the Lump Sum allowances itemized below to establish a fund which shall be used only by the CONTRACTOR with the specific approval of the ENGINEER to pay the cost of items not called for in these Specifications which cannot be anticipated at the time of Bidding. Payment for items of allowance shall be made in accordance with Article 11 of the General Conditions. Any unused balance of allowance shall revert to the OWNER upon completion of the Work.

| BID ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| 2. | Miscellaneous Work Allowance | $5,000.00 |
| | TOTAL | $5,000.00 |

B. Additional contract time for providing miscellaneous work shall be as requested by CONTRACTOR and as approved by OWNER and ENGINEER.

**1.06 PERMITS**

A. The OWNER has obtained permits for the design and construction of these facilities from the following agencies:

1. None required.

B. Pursuant to the Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must apply for, obtain and pay prior to or during this project are as follows:

1. Palm Springs Building Permit.

2. Register with Palm Springs Building Department, fees waived.

3. The CONTRACTOR shall verify all requirements, obtain and pay for all permits required for the demolition and disposal work required by this project.

4. NPDES Generic Construction Permit. CONTRACTOR shall verify requirements, obtain and pay for all required permits, where applicable

5. Other permits may also be required for the Work from local, County, State or Federal authorities.

6. All associated permit fees (where not waived) shall be paid by the CONTRACTOR. Permit fees shall be reimbursed by payment through the Contract Miscellaneous Work Allowance.

7. ENGINEER shall furnish all required signed/sealed drawings necessary for permit submittals at the CONTRACTOR's request.

**1.07 SPECIAL PROJECT CONSIDERATIONS**

A. Work associated with this project must not adversely impact services to the Village of Palm Springs' residents. As a result, CONTRACTOR must coordinate the work to meet the following conditions:

1. Access to site or other VILLAGE facilities shall not be obstructed by CONTRACTOR.

2. Work shall not impact operation of existing facilities. Water treatment operation must remain at full capacity at all times.

**1.08 ALTERNATE ITEMS**

A. The OWNER may require the following alternate items in the event they become necessary for the successful completion of this project:

1. None.

B. Alternate item(s) shall not be included or utilized in the bid evaluation process. If alternates are to be accepted, they will be added prior to the recommendation of award based on available funding at the time.

**PART 2 PRODUCTS -** Not Used.

**PART 3 EXECUTION -** Not Used.

END OF SECTION

**SECTION 01300**

**SUBMITTALS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Prepare and submit construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, and manufacturers' certificates, complete and in accordance with the Contract Documents.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00700 - GENERAL CONDITIONS.

B. Section 00800 - Supplementary Conditions.

C. Section 01700 - Contract Closeout.

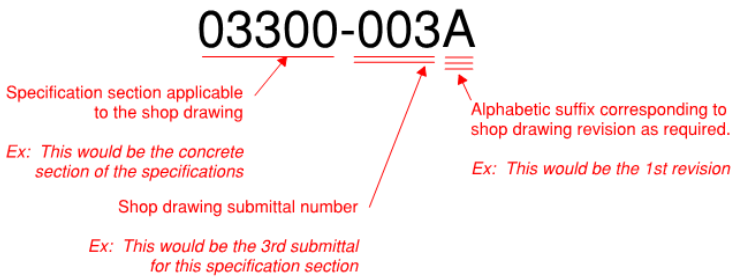
D. Section 01720 - Project Record Documents.

E. Individual Drawings and/or Specification Sections: Additional specific requirements for submitted data.

### 1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal with ENGINEER accepted form. Electronic submittals (via email) are preferred.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.




C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

D. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.

E. Schedule submittals to expedite the Project, and deliver to ENGINEER at Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida 33067 and allow 20 days for review. Electronic submittals shall be emailed to Eckler Engineering's project manager for review.

F. If submittal documents/shop drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. Failure to describe such variations does not relieve the CONTRACTOR of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

G. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
   1. Number and title of the drawing.
   2. Date of drawing or revision.
   3. Name of project building or facility.
   4. Name of contractor and subcontractor submitting drawing.
   5. Clear identification of contents and location of the work.
   6. Specification title and number.
   7. Specification Section.
   8. Applicable Drawing Number.

H. Revise and resubmit submittals as required; identify all changes made since previous submittal.

I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

J. Requirements in this Section are in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.

**1.04 CONSTRUCTION PROGRESS SCHEDULES**

A. Submit initial progress schedule in triplicate within 15 days after date established in the Notice to Proceed for ENGINEER review.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the OWNER and under Allowances.

**1.05 PROPOSED PRODUCTS LIST**

A. Within 30 days after date established in the Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

**1.06 SHOP DRAWINGS**

A. Submit the number of copies which CONTRACTOR requires, plus three copies, which will be retained by ENGINEER (maximum of eight).

B. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Section 01720 - Project Record Documents.

C. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean, in addition to the definition in Section 00705 - GENERAL CONDITIONS, Contractor's drawings plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address, telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

F. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

G. **Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.**

## 1.07 PRODUCT DATA

A. Submit the number of copies which the CONTRACTOR requires, plus four copies which will be retained by the ENGINEER (with a maximum of eight).

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01720 - Project Record Documents.

## 1.08 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes in custom colors selected, textures, and patterns for ENGINEER's selection.

C. Include identification on each sample, with full Project information.

D. Submit the number or samples specified in individual specification Sections; one of which will be retained by ENGINEER.

E. Samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Accepted samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the accepted samples. Samples which failed testing or are not accepted will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

## 1.09 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

## 1.10 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01700**

**CONTRACT CLOSEOUT**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. This section covers the work as related to contract closeout procedures, final inspection, CONTRACTOR's closeout submittals and final application for payment.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01720 - Project Record Documents.

B. Individual Sections - Testing and Closeout Requirements.

### 1.03 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers the Work is substantially complete, he shall submit to the ENGINEER:
   1. A written notice that the Work, or designated portion thereof, is substantially complete.
   2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

C. Should the ENGINEER determine that the Work is not substantially complete:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.
   2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the ENGINEER.
   3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is substantially complete, he will:
   1. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion on NSPE Form 1910-8-D, with a tentative list of items to be completed or corrected before final payment.
   2. After consideration of any objections made by the OWNER as provided in GENERAL CONDITIONS, and when the ENGINEER considers the Work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

### 1.04 FINAL COMPLETION

A. When CONTRACTOR considers the Work is complete, he shall submit written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Equipment and systems have been tested in the presence of the OWNER's representative and are operational.

5. Work is completed and ready for final inspection.

B. The ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the ENGINEER consider that the Work is incomplete or defective:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
   2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the Work is complete.
   3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make final closeout submittals.

**1.05 REINSPECTION FEES**

A. Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
   1. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

**1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER**

A. Evidence of Payment and Release of Liens: To requirements of GENERAL and SUPPLEMENTARY CONDITIONS.

B. Certificate of Insurance for Products and Completed Operations.

C. Consent of Surety for Final Payment.

**1.07 FINAL ADJUSTMENT OF ACCOUNTS**

A. Submit a final statement of accounting to the ENGINEER.

B. Statement shall reflect all adjustments to the contract Sum:
   1. The original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders.
      b. Allowances.
      c. Unit Prices.
      d. Deductions for uncorrected Work.
      e. Penalties and Bonuses.
      f. Deductions for liquidated damages.
      g. Deductions for reinspection payments.
      h. Other adjustments.
   3. Total Contract Sum, as adjusted.
   4. Previous payments.
   5. Sum remaining due.

C. ENGINEER will prepare a final Change Order, reflecting recommended adjustments to the Contract Sum which were not previously made by Change Order(s).

## 1.08 FINAL APPLICATION FOR PAYMENT

A. ENGINEER shall send written request directing CONTRACTOR to make final application for payment once the following conditions have been met:

1. All work per contract has been satisfactorily completed.

2. All contract closeout deliverables have been submitted by CONTRACTOR and approved by ENGINEER.

3. The requirements of all permits obtained by OWNER and CONTRACTOR have been satisfied.

4. All closeout submittals per Article 1.06 above have been delivered to ENGINEER.

5. Final contract change order has been approved.

B. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

**SECTION 01720**

**PROJECT RECORD DOCUMENTS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Collect, maintain, and provide the required record documents and samples for the project, including record drawings, and construction photographs.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00700 - GENERAL CONDITIONS

B. Section 00800 - Supplementary Conditions.

C. Section 01300 - Submittals.

D. Section 01700 - Contract Closeout

E. Individual Specification Sections: Manufacturer's certificates and certificates of inspections and samples.

### 1.03 SUBMITTALS

A. At Contract closeout, deliver Record Documents and samples under provisions of Section 01700 - Contract Closeout.

B. Submittal quantities shall be as follows:

1. Final Record Drawings - two (2) sets.
2. Construction photographs - two (2) sets with CD’s.
1. Preconstruction audio/video DVD - two (2) copies.

C. Submittals shall be made in accordance with the requirements of Section 01300 - Submittals.

### 1.04 DEFINITIONS

A. ZONE OF INFLUENCE: Area in which surface and/or underground facilities or features will be disturbed by progress of work.

### 1.05 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. In addition to requirements in GENERAL CONDITIONS, maintain at the site for OWNER one record copy of:
1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. ENGINEER's field orders or written instructions.
6. Reviewed shop drawings, product data, and samples.
7. Field test records.
8. Inspection certificates.
9. Manufacturer's certificates.
10. Construction photographs.

B. Store Record Documents and samples apart from documents used for construction. Provide organized, dry, secure storage for Record Documents.

C. Label Record Documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.

E. Keep Record Documents and samples available for inspection by ENGINEER.

**1.06 RECORDING (RECORD DATA)**

A. Record information on a set of blackline drawings and in a copy of the Contract Documents (Specifications) Book provided by ENGINEER.

B. Provide color marking pens for recording information. Color coding system used shall be approved by ENGINEER. Recommended color coding system as follows:

Green = Deleted Item or Work
Red = Revised Item or Work
Blue = Notation or Clarification

C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
1. Horizontal locations and vertical elevations of bridge and appurtenances, structure corners, paving corners and other site improvements per Section 01050 - Field Engineering.
2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
3. Field changes of dimension and detail of all disciplines.
4. Changes made by Modifications of all disciplines.
5. Details not on original Contract Drawings of all disciplines.
6. References to related shop drawings and Modifications of all disciplines.
7. Show field location and relative elevation of all located existing underground facilities not shown on contract drawings.
8. Show field location and relative elevation confirming all located existing underground facilities shown on drawings.
9. Dimensional changes to drawings.
10. Revisions to details shown on drawings.
11. Depths of foundations.
12. Locations and depths of underground utilities.
13. Revisions to routing of piping and conduits.
14. Revisions to electrical circuitry.
15. Actual equipment locations.
16. Duct size and routing.
17. Locations of concealed internal utilities.
18. Changes made by Change Order or Construction Change Directive.
19. Details not on the original Contract Drawings.
20. Field records for variable and concealed conditions.

21. Record information on the Work that is shown only schematically.
22. In general, document all revisions/modifications to contract documents.

E. Specifications: Legibly mark each item to record actual construction, including:
1. Manufacturer, trade name, and catalog number of each product actually installed, paying particular attention to optional items and substitute items.
2. Changes made by Addenda and Modifications.

F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specification sections.

**1.07 CONSTRUCTION PHOTOGRAPHS**

A. Provide photographs in color showing the preconstruction conditions, construction progress, and the post-construction conditions.

B. Photographs shall be taken by an experienced photographer.

C. The photographer shall be equipped to take interior/exterior photographs.

D. Photographs shall be taken throughout the construction process and show excavations, piping details, work progress, construction which will ultimately be hidden from view and the final completion. Provide sufficient quantity of photographs to adequately detail construction.

E. Provide two (2) sets of construction photographs. These prints shall measure 3-1/2" x 5". All prints shall be mounted in plastic photographic binders. Also provide two (2) CD’s with all photos.

F. Identify each print with the date, orientation of view, and a description of the view.

G. Deliver CD’s and two sets of prints, all in three-ring binders and sequentially labeled to the ENGINEER upon completion of the project. Binders shall be labeled to indicate project name and number, contractor, owner, engineer and year of project.

**1.08 COLOR AUDIO-VISUAL PRECONSTRUCTION RECORD**

A. General

1. Prior to commencing work, CONTRACTOR shall have a continuous color audio-video DVD recording taken along entire length of Project to serve as a record of preconstruction conditions. No work shall begin prior to review and acceptance of video covering the work area(s) by ENGINEER. ENGINEER shall have authority to reject all or any portion of the video DVD not conforming to specifications and order that it be redone at no additional charge. CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. ENGINEER shall designate those areas, if any, to be omitted from or added to audio-video coverage. DVD recordings shall not be made more than 90 days

prior to work in any area. All DVD(s) and written records shall become property of OWNER.

2. CONTRACTOR shall engage services of a professional videographer. Color audio-video DVD(s) shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. Electrographer shall furnish to ENGINEER a list of all equipment to be used for audio-video recording, i.e. manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by electrographer is the names and addresses of two references that electrographer has performed color audio-video recording for projects of a similar nature within the last 12 months.

B. Audio-Video DVD(s)

1. Audio-video DVD(s) shall be new. Reprocessed DVD(s) will not be acceptable. The DVD(s) shall be compatible for playback with a standard DVD player, -R or +R format.

C. Equipment

1. All equipment, accessories, materials and labor to perform this service shall be furnished by CONTRACTOR.

2. Total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of imperfection. The audio portion of recording shall reproduce commentary of camera operator with proper volume, clarity and be free from distortion and interruptions.

3. When conventional wheeled vehicles are used, distance from the camera lens to ground shall not be less than 12 feet. In some instances, audio-video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to ENGINEER.

4. Color video camera used in the recording system shall have horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 db ad a minimum illumination requirement of 25 foot-candles.

D. Recorded Information - Audio

1. Each DVD shall begin with current date, project name and municipality (or owner) and be followed by general location, i.e., name of street, house address, viewing side and direction of progress. Audio track shall consist of an original living recording. The recording shall contain the narrative commentary of electrographer, recorded simultaneously with his fixed elevation video record of zone of influence of construction.

E. Recorded Information - Video

1. All video recordings must, by electronic means, display continuously and simultaneously, generated with actual taping,

transparent digital information to include the date and time of recording and station numbers as shown on the Drawings. The date information shall contain the hours, minutes and seconds. Additional information shall be displayed periodically. Such information shall include nut not be limited to project name, contract umber, name of street, house address, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.

2. All recording shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3. The rate of speed in the general direction of travel of the vehicle used during recording shall not exceed 44 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

4. Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs, structures, and headwalls within the area covered.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01730**

**OPERATION AND MAINTENANCE DATA**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. This section covers the work required to prepare and submit operation and maintenance manuals for the project, complete all in accordance with the Contract Documents.

B. Some of the items specified herein are not specifically required for the project. However, these items shall be provided as required for the proper completion of the Work.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01010 - Summary of Work.

B. Section 01740 - Warranties and Bonds.

### 1.03 SUBMITTALS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents prior to substantial completion of Work. ENGINEER will review draft and return one copy with comments.

B. Submit one (1) copy of completed volumes in final form 15 days prior to system startup. Copy will be returned with ENGINEER comments. Revise content of documents as required prior to final submittal.

C. Submit four (4) copies of revised volumes of data in final form within ten days after substantial completion.

D. Electronic .pdf submittals may be provided in lieu of paper copies.

### 1.04 QUALITY ASSURANCE

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

### 1.05 GENERAL FORMAT (EACH VOLUME)

A. Prepare data in the form of an instructional manual.

B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.

D. Arrange content by process flow under section numbers and sequence of Table of Contents of this Project Manual.

E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

**1.06 OPERATION AND MAINTENANCE MANUALS (EACH VOLUME)**

A. Provide title of Project; owner's name; names, addresses, and telephone numbers of ENGINEER, subconsultants, and CONTRACTOR with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. Table of Contents: schedule of contents and systems, indexed to each volume.

C. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

D. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

E. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

F. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

**1.07 EQUIPMENT AND SYSTEMS DATA**

A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.

C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

D. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

E. Provide servicing and lubrication schedule, and list of lubricants required.

F. Include manufacturer's printed operation and maintenance instructions.

G. Include sequence of operation by controls manufacturer.

H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

I. Provide control diagrams by controls manufacturer as installed. Include coded wiring as installed.

J. Provide CONTRACTOR's coordination drawings, with coded piping diagrams as installed.

K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

M. Additional Requirements: As specified in individual Product specification sections.

N. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

**1.08 INSTRUCTION OF OWNER PERSONNEL**

A. Before final inspection, instruct OWNER's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01740**

**WARRANTIES AND BONDS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. This section covers the work required to prepare and submit all warranty and bond information required by these Contract Documents.

B. Warranties and bonds required shall be as specified in the individual specification sections and Section 00700 - GENERAL CONDITIONS.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00200 - Instructions to Bidders.

B. Section 00700 - General Conditions.

C. Section 01700 - Contract Closeout.

D. Individual Specification Sections: Warranties required for specific Products or Work.

### 1.03 FORMAT OF SUBMITTALS

A. Bind in commercial quality, 8-1/2 x 11 three-ring side binders with hardback, cleanable, plastic covers. Provide two copies of completed binders.

B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; date; project owner; name, address and telephone number of CONTRACTOR and ENGINEER.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of these Specifications, with each item identified with the number and title of the specification section in which specified, and the name of the Product or work item.

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

E. Provide dates of beginning and ending of warranty period, bond or service and maintenance contracts.

### 1.04 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty blank until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

**1.05 TIME OF SUBMITTALS**

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.

B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

# CAPITAL IMPROVEMENT PROJECT DETAIL

**PROJECT #** 20-UTL-564-14

**Project Name:** Replacement of Sand Loader
**Department:** Public Service
**Location:** Utilities - Main WTP
**Project Manager:** TBD
**Original Plan Date:** FY20

## DESCRIPTION / JUSTIFICATION:

The sand loader delivers sand from the storage silo to the lime softening units (spiractors) for use in the treatment process. The existing sand loader has exceeded its useful service life and experiences frequent failures. The replacement loader and associated equipment will ensure the lime softening system continues to reliably function.



## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Engineering & Planning | 25,000 | | | | | | 25,000 |
| Construction | 159,000 | | | | | | 159,000 |
| Equipment | | | | | | | - |
| **TOTAL PROJECT COSTS** | **184,000** | **-** | **-** | **-** | **-** | **-** | **184,000** |

| SOURCES OF FUNDS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | 184,000 | | | | | | 184,000 |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Unfunded | | | | | | | |
| **TOTAL PROJECT REVENUE** | **184,000** | **-** | **-** | **-** | **-** | **-** | **184,000** |

## OPERATIONAL IMPACT

Note: No additional operating costs are expected as a result of this project.

| OPERATIONAL IMPACT | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| FUNDING SOURCES | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Water & Sewer Enterprise Fund (41336) | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

# The Lake Worth Herald Press

## 1313 Central Terrace
## Lake Worth, FL 33460

# Invoice

| Date | Invoice # |
|---|---|
| 4/14/2021 | L38395 |

Village of Palm Springs
Attn: Village Clerk
226 Cypress Lane
Palm Springs, FL 33461-1699

P.O. No.

| Description | Qty | Rate | Amount |
|---|---|---|---|
| Legal Publication No. 38395<br>Invitation to Bid ITB No. 2021B-005 Replacement of Sand Loader System (Main WTF)<br>Run date: 4-15-2021 | | 186.85 | 186.85 |

**Total** $186.85

Questions or concerns please feel free to contact us by phone (561) 585- 9387 or via LWHPRESS@hotmail.com
If you would like to use your credit or debit card please fill out the form listed below

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account unless other wise noted.

I _____ authorize
(The Lake Worth Herald Press Inc)

To charge account indicated below for In the amount of $_____ on or after the date of _____

Rep

Mark

Credit Card Type

MC____ Visa____ Amex____ Discover____

Number: _____

Expiration Month _____ Experation Year _____

Billing Zip _____

For repeat authorization please check box

Phone #

(561) 585-9387

***PLEASE NOTE OUR NEW MAILING**

# THE
# LAKE WORTH HERALD

**Published Once a Week**

**Lake Worth, Palm Beach County, Florida**

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice of Invitation to Bid, ITB #2021B-005, Replacement of Sand Loader System (Main WTF)

was published in said newspaper in the issue of

April 15, 2021

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 15th day of April, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

**Legal Notice No. 38395**

**ITB NO. 2021B-005**
**REPLACEMENT OF SAND**
**LOADER SYSTEM (MAIN WTP)**

**ADVERTISEMENT FOR BIDS**

Sealed Bids for the construction of the **Replacement of Sand Loader System (Main WTP)** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 13th, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **May 27th, 2021** at **2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents.***

Invitation to Bid documents are available beginning **April 15th, 2021.** The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-005, REPLACEMENT OF SAND LOADER SYSTEM (MAIN WTP)".**

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 PM. Bidding Documents are available on your preferred media device as a Compact Disc or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in- person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **April 28, 2021 at 2:00 PM.** Attendance at the pre-bid conference is not mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference**
**Participants can use their telephone or computer mic & speakers** (VoIP). United States: +1 (562) 247-8422 Access #632-639-653
Registration URL
https://attendee.gotowebinar.com/register/4012955072373904652

**Bid Opening**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (914) 614-3221 Access #622-810-717
Registration URL
https://attendee.gotowebinar.com/register/1373724744455907596

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 5th, 2021 at 5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 15, 2021**

Publication: The Lake Worth Herald, Demandstar, and Village of Palm Springs website

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.9:** Approve Vacuum Pump Station No. 1 Improvements Award (Task Orders No. 240, 266, & 278) - Invitation to Bid (ITB) - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Hinterland Group

**SUMMARY:**

The Public Service Department has identified a need to perform upgrades to the Vacuum Pump Station No. 1 Building, which was constructed on Marilyn Drive in 1999 and was the first wastewater vacuum pump station constructed by the Village. Currently access into the building is only achievable through a roof hatch at the top of the building making it difficult and unsafe to perform regular maintenance to the equipment located inside. Additionally, a need was identified to add an emergency generator to keep the station up and running during a power outage. Further, the two existing pumps inside the station are the original ones installed when the station was built and they are proposed to be upgraded with two new pumps that will require less maintenance and costs to upkeep.

To ensure the lowest possible price for these projects, the Village issued an Invitation to Bid (ITB) on April 15, 2021, for the construction of the Vacuum Pump Station No. 1 Improvements. This process was completed by the Village through a competitive bid selection process - Vacuum Pump Station No. 1 Improvements (ITB No. 2021B-006 - April 15, 2021).

Within the Fiscal Year 2021 Budget - Water & Sewer Enterprise Fund and the Capital Improvement Plan (CIP), the Village Council approved $134,665 for the Vacuum Pump Station No. 1 Improvements (TO #240), $118,566.00 for the Vacuum Station No. 1 Emergency Generator (TO #266) and $73,454.00 for the Vacuum Station No. 1 Pump Improvements (TO #278). As a result of the Village's ITB, the following four (4) bid proposals

were received:

| **Vendor** | **Total Bid** |
|---|---|
| Hinterland Group | $472,600 |
| Lawrence Lee Construction | $537,000 |
| Boromei Construction | $553,143 |
| Intercounty Engineering | $578,432 |

After review of the four (4) bids received, the Assistant Public Service Director/Engineer, the Public Service Project Manager, the Utilities Superintendent, the Village Attorney and the Village's consulting engineer, Eckler Engineering, determined that Hinterland Group provided the lowest responsible and responsive bid. As a result, staff is requesting that the Council award this proposed contract (Task Orders #240, #266 & #278) to the lowest responsive and responsible bidder, Hinterland Group, in the amount of $472,600.

Note: The proposed bid amount submitted by Hinterland Group ($472,600.00) is higher than the cost estimate ($452,000.00) by approximately 4.4%. The total approved budget for FY 2021 is $326,685.00; however, staff believe that approximately $90,000 will be spent during the FY 2021 fiscal year. Therefore, this project is expected to be rolled over into next fiscal year (FY 2022) and the remaining funding of $382,600 to complete this project is expected to be requested to be approved by the Village Council during the upcoming FY 2022 budget process.

If approved, the Village would accept Hinterland Group's pricing including all terms, conditions and pricing as submitted within their ITB proposal and proposed agreement. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract. An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

If approved, the proposed Vacuum Pump Station No. 1 Improvements project is expected to take approximately 210 days (March/April 2022) to complete following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and reviewed by the Assistant Public Service Director/Engineer, Public Service Project Manager, the Utilities Superintendent and Finance Director.

The Village has worked with the proposed contractor and has received excellent service and a quality product.

**FISCAL IMPACT:**

Funding to support the proposed Vacuum Pump Station No. 1 Improvements project (Task Orders #240, 260, and #278) is available within the FY 2021 - Water and Sewer Enterprise Fund:

| ***Allocated/Estimated Project Funding:*** | ***Amount*** |
|---|---|
| FY 2019 Actual Funding - Water & Sewer Fund (TO #240): | $ 15,435.00 |
| FY 2020 Actual Funding - Water & Sewer Fund (TO #240): | $ 6,750.00 |
| FY 2020 Actual Funding - Water & Sewer Fund (TO #266): | $ 13,500.00 |
| FY 2020 Actual Funding - Water & Sewer Fund (TO #278): | $ 10,432.80 |
| FY 2021 Approved Funding - Water & Sewer Fund (TO #240): | $134,665.00 |
| FY 2021 Approved Funding - Water & Sewer Fund (TO #266): | $118,566.00 |
| FY 2021 Approved Funding - Water & Sewer Fund (TO #278): | $ 17,592.00 |
| FY 2022 Requested Funding - Water & Sewer Fund (TO #240): | $283,768.00 |
| FY 2022 Requested Funding - Water & Sewer Fund (TO #266): | $ 82,665.00 |
| FY 2022 Requested Funding - Water & Sewer Fund (TO #278): | $ 67,042.00 |
| **TOTAL ALLOCATED/APPROVED BUDGET** | **$750,415.80** |
| | |
| ***Expected Project Costs:*** | ***Amount*** |
| FY 2019 Project Costs - Actual Engineering - Water & Sewer Fund (TO #240): | $ 15,435.00 |
| FY 2020 Project Costs - Actual Engineering - Water & Sewer Fund (TO #240): | $ 6,750.00 |
| FY 2020 Project Costs - Actual Engineering - Water & Sewer Fund (TO #266): | $ 13,500.00 |
| FY 2020 Project Costs - Actual Engineering - Water & Sewer Fund (TO #278): | $ 10,432.80 |
| FY 2021 Project Costs - Projected Engineering - Water & Sewer Fund (TO #240): | $ 15,007.00 |
| FY 2021 Project Costs - Projected Construction - Water & Sewer Fund (TO #240): | $ 50,000.00 |
| FY 2021 Project Costs - Projected Engineering - Water & Sewer Fund (TO #266): | $ 11,185.00 |
| FY 2021 Project Costs - Projected Construction - Water & Sewer Fund (TO #266): | $ 25,000.00 |
| FY 2021 Project Costs - Projected Engineering - Water & Sewer Fund (TO #278): | $ 7,159.20 |
| FY 2021 Project Costs - Estimated Construction - Water & Sewer Fund (TO #278): | $ 15,000.00 |
| FY 2022 Project Costs - Estimated Construction - Water & Sewer Fund (TO #240): | $ 182,600.00 |
| FY 2022 Project Costs - Estimated Construction - Water & Sewer Fund (TO #266): | $ 135,000.00 |

| | |
|---|---|
| FY 2022 Project Costs - Estimated Construction - Water & Sewer Fund (TO #278): | $ 65,000.00 |
| **TOTAL PROJECT COSTS:** | **$ 552,069.00** |

Note: The proposed bid amount submitted by Hinterland Group ($472,600.00) is higher than the cost estimate ($452,000.00) by approximately 4.4%. The total approved budget for FY 2021 is $326,685.00; however, staff believe that approximately $90,000 will be spent during the FY 2021 fiscal year. Therefore, this project is expected to be rolled over into next fiscal year (FY 2022) and the remaining funding of $382,600 to complete this project is expected to be requested to be approved by the Village Council during the upcoming FY 2022 budget process.

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this proposed project may be completed within the Water & Sewer Enterprise Fund at a later date, if necessary.

**ATTACHMENTS:**

Proposed Agreement - Vacuum Pump Station No. 1 Improvements - Hinterland Group
Village Engineer's Recommendation of Award - ITB #2021B-006
Bid Proposal - Vacuum Pump Station No. 1 Improvements - Hinterland Group
Invitation to Bid - ITB #2021B-006
Bid Tabulation - ITB #2021B-006
Bid Specifications - ITB #2021B-006
Bid Plans - ITB #2021B-006
Addendum No 1 - ITB #2021B-006
FY 2021 CIP Form - Vacuum Pump Station No. 1 Improvements
FY 2021 CIP Form - Vacuum Station No. 1 Emergency Generator
FY 2021 CIP Form - Vacuum Station No. 1 Vacuum Pump Upgrade
Lake Worth Herald Bid Advertisement for ITB #2021B-006

# SECTION 00520
# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and Hinterland Group, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator and, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Vacuum Pump Station No. 1 Improvements.**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $472,600.00

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| **Unit Price Work** | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | Not Applicable | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ N/A |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $472,600.00

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages 1 to 65, inclusive).

6. Supplementary Conditions (pages 1 to 10, inclusive).

7. Specifications as listed in the table of contents of the Project Manual, dated April 1, 2021.

8. Drawings (not attached but incorporated by reference) consisting of 39 sheets with each sheet bearing the following general title: Vacuum Pump Station No. 1 Improvements, dated April 1, 2021.

9. Addenda (numbers 1 to 1, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages 1 to 125, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461**.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

| | | |
|---|---|---|
| a. | Bodily Injury: | |
| | Each Person | $500,000 |
| | Each Accident | $1,000,000 |
| b. | Property Damage: | |
| | Each Incident | $1,000,000 |

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

| | | | |
|---|---|---|---|
| a. | Excess or Umbrella Liability | | |
| | 1) | General Aggregate | $5,000,000 |
| | 2) | Each Occurrence | $1,000,000 |

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

| | | | |
|---|---|---|---|
| a. | Contractor's Pollution Liability | | |
| | 1) | General Aggregate | $2,000,000 |
| | 2) | Each Occurrence | $1,000,000 |

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.11 *Audit By Village*

A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the

convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.22 *Scrutinized Companies*

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;

2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | CONTRACTOR: |
|---|---|
| By: _____ | By: _____ |
| Title: Mayor | Title: _____ |
| | *(Seal)* |
| Attest: _____ | Attest: _____ |
| Title: Village Clerk | Title: Notary Public |
| Approved as to Form: _____ | |
| Title: Village Attorney | |
| Address for giving notices: | Address for giving notices: |
| 226 Cypress Lane | _____ |
| Palm Springs FL, 33461 | _____ |
| _____ | _____ |
| | License No.: _____ *(where applicable)* |

May 28, 2021
400-089.01

Mr. Walter Sanchez
Public Service Project Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Sanchez:

Reference: Recommendation of Award
Vacuum Pump Station No. 1 Improvements
Bid No. 2021B-006

The Village of Palm Springs received bids for the Vacuum Pump Station No. 1 Improvements project on Wednesday, May 19, 2021 at 2:00 PM. Four (4) bids were received ranging in price from $472,600.00 to $578,432.00. The apparent low bid was submitted by Hinterland Group, Inc., from Riviera Beach, FL.

The bid package submitted by the low bidder was reviewed and evaluated per the requirements of the Bid Advertisement documents as follows:

Hinterland Group, Inc.

The bid package submitted by the bidder was reviewed as the apparent low bidder. In accordance with our review and evaluation, we note the following items as incomplete or not provided in accordance with the bid documents:

1. Per Section 00451 – Qualifications Statement, Article 12, the OSHA 300 – Log & Summary of Occupational Injuries & Illnesses attached was not included in the submittal.
2. Pollution Liability was not provided on the submitted insurance certificate per Section 00520 – Agreement, Article 10.10.

In accordance with Section 00200 – Instruction to Bidders, page 8, Article 19.01, the Owner reserves the right to waive any and all informalities not involved with price, time, or changes in the work. Based on this Specification Article, we continued the evaluation process of the bidder's qualifications and experience.

Hinterland Group, Inc. has successfully completed numerous projects for various municipalities and County Utilities including lift station rehabilitation projects, water main installations, force main installations, storm sewer piping work and lining of various existing underground utilities. The projects submitted as references by Hinterland Group, Inc. demonstrate that they have completed sanitary pump station rehabilitations, similar to the work proposed.

Hinterland Group, Inc. has successfully completed four projects for the Village of Palm Springs. In 2010, they completed the Rehabilitation of Autocare, Cresthaven II, Ida Way, and Rex Pumps Stations; in 2017 they completed a repair to the 12-inch force main along the Keller Canal; in 2018 they completed the Rehabilitation of Monica, Davis Road, and Professional Plaza Pump Stations; and in 2019 they completed the Abandonment of Kent Pump Station project.



*4700 RIVERSIDE DRIVE, SUITE 110*
*CORAL SPRINGS, FL 330367*
*954/510-4700*
*FAX 954/755-2741*

Three of the references provided in the bid submittal documentation were contacted and interviewed by Eckler Engineering. In general, the references' responses were all satisfactory.

Based on the evaluation above, we recommend the Village exercise its right as Owner to waive the incomplete items above. Insurance coverage is usually finalized during the contract award period and they can submit the OSHA summary at the same time. Therefore, we determined this bid complete and consider Hinterland Group, Inc. the lowest responsible and responsive bidder. **Eckler Engineering recommends the award of construction contract to Hinterland Group, Inc. in the amount of $472,600.00.** This amount is greater than the Engineer's published estimate of $452,000.00.

A certified bid tabulation has been attached for your review. The bid tabulation lists the documents that were required to be submitted by the bidder with the bid proposal. An "X" indicates that the necessary documents were submitted and found to be in compliance with the requirements of the bidding phase of this project.

If you have any questions require additional information pertaining to this recommendation of award or the project in general, please do not hesitate to contact me.

Sincerely,

Chase Dickinson

Chase Dickinson, P.E.

Encl.

Y:\Documents\Village\400-089.01 Vacuum Pump Station No.1 Improvements\Bid Evaluation and Recommendation of Award\Recommendation of Award.docx



*4700 RIVERSIDE DRIVE, SUITE 110*
*CORAL SPRINGS, FL 330367*
*954/510-4700*
*FAX 954/755-2741*

**BID TABULATION**
**VACUUM PUMP STATION NO. 1 IMPROVEMENTS**
**VILLAGE OF PALM SPRINGS**
**400-089.01**

Bids Received: May 19th, 2021
Bid Opening: June 2nd, 2021

| Bidder | 00400 | 00410 | 00430 | 00431 | 00440 | 00451 | 00452 | 00453 | 00454 | 00455 | 00456 | Qualifications (00200, 3.1 thru 3.4) | Insurance | Addenda | Amount |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Hinterland Group | X | X | X | X | X | INC | X | X | X | X | X | X | INC | X | $472,600.00 |
| Lawrence Lee Construction | X | X | X | X | X | INC | X | X | X | X | X | X | X | X | $537,000.00 |
| Boromei Construction | X | X | X | X | X | X | X | X | X | X | X | X | INC | X | $553,143.00 |
| Intercounty Engineering | NR | X | X | X | X | INC | X | X | X | X | X | X | INC | X | $578,432.00 |

Notes:

1. Abbreviations:
   X = Necessary documents were submitted NR = Not Received N/A = Not Applicable INC = Incomplete Document

Chase Dickinson

Chase Dickinson, P.E.

PROJECT No. 2021-006
Bid NAME: Vacuum Pump Station No. 1 Improvements

HG Job No. 21-0124-00

BID DUE - Wednesday, May 19, 2021 @ 2:00 PM

## SUBMITTED TO:

Village of Palm Springs
Village Clerk's Office
226 Cypress Lane
Palm Springs, FL 33461




## SUBMITTED BY: Hinterland Group, Inc.

HG HINTERLAND GROUP INC.

**2051 W Blue Heron Blvd**
**Riviera Beach, FL 33404**
**561-640-3503**
**Email: info@hinterlandgroup.com**

**SECTION 00400**

**BID SUBMISSION CHECKLIST**

Project Name: VACUUM PUMP STATION NO. 1 IMPROVEMENTS

Bid Number: 2021B-006

Bidder's Name: Hinterland Group Inc.

The following items must be submitted in the following order with your bid:

1. ☑ Completed Section 00400 - Bid Submission Checklist.
2. ☑ Completed Section 00410 - Bid Form.
3. ☑ Completed Section 00430 - Bid Bond, complete with Power of Attorney.
4. ☑ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.
5. ☑ Completed Section 00440 – Florida Trench Safety Act Certification.
6. ☑ Completed Section 00451 –Qualifications Statement.
7. ☑ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years
8. ☑ Completed Section 00453 - Non-Collusive Affidavit.
9. ☑ Completed Section 00454 - Drug-Free Workplace.
10. ☑ Completed Section 00455 - Public Entity Crimes.
11. ☑ Completed Section 00456 – Scrutinized Companies Certification Form.
12. ☑ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.
14. ☑ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.
15. ☑ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***VILLAGE OF PALM SPRINGS***

***C/O Kimberly Wynn, Village Clerk***

***226 Cypress Lane, Palm Springs, FL 33461***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| Addendum No. | Addendum, Date |
|---|---|
| One (#1) | 05/11/2021 |
| | |
| | |
| | |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

[SUGGESTED FORMATS FOR LUMP SUM BID]

| | |
|---|---|
| Lump Sum Bid Price | $ 422,600.00 |
| Lump Sum Contingency Allowance | $50,000.00 |

**Total of All Lump Sums** $ 472,600.00

Four Hundred Seventy Two Thousand Six Hundred Dollars and zero cents

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: CGC1520354 **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00200 – Instructions to Bidders, page 8, Article 15.04.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Hinterland Group Inc.

By:
*[Signature]*

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

[Printed name] Chase Rogers, Project Director

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:
*[Signature]*

*[Printed name]* Daniel Duke III

Title: President

Submittal Date: 05/19/2021

Address for giving notices:

2051 W. Blue Heron Blvd.

Riviera Beach, FL. 33404

Telephone Number: (561) 640-3503

Fax Number: (561) 640-3504

Contact Name and e-mail address: Chase Rogers, Project Director

info@hinterlandgroup.com

Bidder's License No.: CGC1520354 / CUC1224634

*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# SECTION 00430
# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*: Hinterland Group Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

SURETY *(Name, and Address of Principal Place of Business)*: Hartford Accident and Indemnity Company
One Hartford Plaza
Hartford, CT 06155

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID
Bid Due Date: May 19, 2021 at 2:00 P.M.
Description: Vacuum Pump Station No. 1 Improvements:

BOND
Bond Number: Bond number will be issued if project is awarded
Date: May 13, 2021
Penal sum Five Percent of Bid Amount (Words) $ 5% of Bid Amount (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| Hinterland Group Inc. (Seal) | Hartford Accident and Indemnity Company (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: | By: |
| Signature | Signature (Attach Power of Attorney) |
| Chase Rogers | Jennie N. Lanman |
| Print Name | Print Name |
| Project Director | Attorney-In-Fact |
| Title | Title |
| Attest: | Attest: |
| Signature | Signature |
| Daniel Duke III , President | |
| Title | Title Ariel Rosario, Licensed 4-40 Agent/Witness |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint ventures, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# POWER OF ATTORNEY

*Direct Inquiries/Claims to:*
THE HARTFORD
BOND, T-12
One Hartford Plaza
Hartford, Connecticut 06155
bond.claims@thehartford.com
*call:* 888-266-3488 *or fax:* 860-757-5835

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: HALCYON UNDERWRITERS
Agency Code: 21-224119

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of $15,000,000:***

*Jennie N. Lanman*
*of*
*Maitland, FL*

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by X, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**In Witness Whereof**, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2021

**CERTIFICATE**

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of May 13, 2021.

Signed and sealed at the City of Hartford.

Kevin Heckm

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

| | **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|---|
| (1) | Floval<br>15 Utility Drive, Palm Coast, FL. | Pumps |
| (2) | To Be Determined | Cast in Place Concrete |
| (3) | Generac / Genset<br>3100 Gateway Dr., Pompano Beach,FL. | Generator |
| (4) | | |
| (5) | | |
| (6) | | |
| (7) | | |

(Add additional pages as needed.)

BIDDER: Hinterland Group Inc.

By: _____

Name: Chase Rogers

Title: Project Director

Date: 05/19/2021

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ 500.00 |
| 2. Special Shoring | $ 1,200.00 |

Identify method of compliance for Item #1: Benching

Identify or attach a copy of Special Shoring Requirements for Item #2: Shoring

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: Hinterland Group Inc.

By: _____

Name: Chase Rogers

Title: Project Director

HINTERLAND GROUP INC. CORPORATE SEAL FLORIDA

Sworn to and subscribed before me this 19th day of May, 20 21.

Notary Public Mayra C. Aguiar

Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

My Commission Expires: 11/12/2021

## QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

1. **SUBMITTED BY:**

   Official Name of Firm: Hinterland Group Inc.

   Address: 2051 W. Blue Heron Blvd.

   Riviera Beach, FL. 33404

2. **SUBMITTED TO:** Village Clerks Office

3. **SUBMITTED FOR:** Vacuum Pump Station No. 1 Improvements

   Owner: Village of Palm Springs

   Project Name: Vacuum Pump Station No. 1 Improvements

   ITB 2021-006

   **TYPE OF WORK:** Pump Station Improvements

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: Chase Rogers

   Title: Project Director

   Phone: (561) 640-3503

   Email: info@hinterlandgroup.com


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5. **AFFILIATED COMPANIES:**

Name: N/A

Address:

6. **TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner:

Doing Business As:

Date of Organization:

☐ PARTNERSHIP

Date of Organization:

Type of Partnership:

Name of General Partner(s):

☑ CORPORATION

State of Organization: Florida

Date of Organization: 06/26/2006

Executive Officers:

- President: Daniel Duke III
- Vice President(s): N/A
- Treasurer: N/A
- Secretary: N/A

EJCDC® C-451, Qualifications Statement.
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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____

Joint Venture Managing Partner

- Name: _____
- Address: _____

_____


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7. **LICENSING**

Jurisdiction: Florida

Type of License: Certified General Contractor

License Number: CGC1520354

Jurisdiction: Florida

Type of License: Certified Underground Utility & Excavation Contractor

License Number: CUC1224634

8. **CERTIFICATIONS**

CERTIFIED BY:

Disadvantage Business Enterprise: N/A

Minority Business Enterprise:

Woman Owned Enterprise:

Small Business Enterprise:

Other (_____):

9. **BONDING INFORMATION**

Bonding Company: Hartford Accident and Indemnity Company

Address: One Hartford Plaza

Hartford,CT 06155

Bonding Agent: Timothy M. Holicky

Address: 200 Colonial Center Pkwy, Suite 500

Lake Mary, FL. 32746

Contact Name: Jennie N. Lanman

Phone: (772) 426-9973

Aggregate Bonding Capacity: $100,000,000 / Aggregate

Available Bonding Capacity as of date of this submittal: About $79,200,000.00


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***NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: Seacoast Bank

Address: 3305 Northlake Blvd.

Palm Beach Gardens, FL. 33403

Account Manager: Ashley Carroll, AVP Banking Center Manager II

Phone: (561) 622-5700

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

** See attached Work in Progress List

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

** See attached Completed Projects List

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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THE HARTFORD

Orlando Regional Bond Department

May 14, 2021

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: Hinterland Group, Inc.**
**Project: Vacuum Pump Station No. 1 Improvements**
**Contract No.: 2021B-006**

To Whom It May Concern:

The Hartford, through its operating entities, will favorably consider surety bonds to Hinterland Group, Inc. for projects up to $20,000,000 single and $100,000,000 aggregate. Our experience with Hinterland Group, Inc. has been excellent, and we highly recommend them to you.

As surety for Hinterland Group, Inc., The Hartford will favorably consider providing a 100% Performance Bond and a 100% Payment Bond for the above captioned project, provided a contract is awarded to, and executed by Hinterland Group, Inc.

Please understand that any arrangement for any bonds is a matter between Hinterland Group, Inc. and Hartford Accident and Indemnity Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

We certify that Hartford Accident and Indemnity Company is licensed and qualified to operate in the State of Florida and listed with the U.S. Department of Treasury Federal Register with an underwriting limitation of $216,775,000, and has an AM Best Rating of A+.

The Hartford expressly reserves the right to review the terms and conditions of the contract, contract amount and bond form, evaluate pertinent underwriting data, and verify the adequacy of project financing prior to the issuance of bonds for the referenced project.

This letter will expire one hundred and eighty (180) days form the above date.

Very Truly Yours,

Timothy M. Holicky
The Hartford

NOTARY PUBLIC STATE OF FLORIDA
KATHLEEN G ADAMS
MY COMMISSION # GG087837
EXPIRES May 16, 2021

Kathleen G. Adams

P.O. Box 958461
Lake Mary, FL 32795
Toll Free 800 824 1732
Facsimile 877 536 9102

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☑ NO

If YES, attach as an Attachment details including Project Owner's contact information.

**12. SAFETY PROGRAM:**

Name of Contractor's Safety Officer: Joseph Myer

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years. *** See attached OSHA 300 Logs 2015 thru 2019

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.
NONE

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.
NONE

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 2020 | EMR | 1.45 |
| YEAR | 2019 | EMR | 1.03 |
| YEAR | 2018 | EMR | .90 |
| YEAR | 2017 | EMR | .90 |
| YEAR | 2016 | EMR | 1.00 |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 2019 | TRFR | 2.4 |
| YEAR | 2018 | TRFR | 7.7 |
| YEAR | 2017 | TRFR | 11.4 |
| YEAR | 2016 | TRFR | 5.0 |
| YEAR | 2015 | TRFR | 1.0 |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | 2019 | TOTAL NUMBER OF MAN-HOURS | 337000 |
| YEAR | 2018 | TOTAL NUMBER OF MAN-HOURS | 310000 |
| YEAR | 2017 | TOTAL NUMBER OF MAN-HOURS | 210000 |
| YEAR | 2016 | TOTAL NUMBER OF MAN-HOURS | 200000 |
| YEAR | 2015 | TOTAL NUMBER OF MAN-HOURS | 200000 |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | 2019 | DART | 48 |
| YEAR | 2018 | DART | 43 |
| YEAR | 2017 | DART | 27 |
| YEAR | 2016 | DART | 0 |
| YEAR | 2015 | DART | 4 |

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

** See attached HGI Equipment List


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: Hinterland Group Inc.

BY: _____

TITLE: Chase Rogers, Project Director

DATED: 05/19/2021

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS 19 DAY OF May, 2021

NOTARY PUBLIC - STATE OF FLORIDA

MY COMMISSION EXPIRES: 11/12/2021

**REQUIRED ATTACHMENTS**

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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# SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company: ***** SEE ATTACHED "WORK IN PROGRESS LIST<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## STATUS OF CONTRACTS ON HAND

**Give full information about all of your contracts, whether prime or subcontracts; whether in progress or awarded but not yet begun; and regardless of its location and with whom contracted.**

| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|---|---|---|---|---|---|---|
| CLASSES OF WORK | DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING | CONTRACT (OR SUBCONTRACT) AMOUNT | AMOUNT SUBLET TO OTHERS | BALANCE OF CONTRACT AMOUNT | UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT | |
| | | | | | AS PRIME CONTRACTOR | AS SUBCONTRACTOR |
| | 17-0238-00 - FDOT - E1Q95-R1 | $ 97,800.00 | $ - | $ 97,800.00 | $ 7,824.00 | $ - |
| | 17-0238-00 - FDOT - E1Q95-R2 | $ 97,800.00 | $ - | $ 97,800.00 | $ 63,570.00 | $ - |
| | 18-0257-00 - FDOT - E4T26-R0 | $ 250,000.00 | | $ 250,000.00 | $ 250,000.00 | $ - |
| | | | DOT WORK | $ 445,600.00 | | |
| | | | | (Col. 5 Subtotal) | $ 321,394.00 | |
| CLASSES OF WORK | DOT PROJECTS AND LOCATION OF WORK YOU ARE PERFORMING | CONTRACT (OR SUBCONTRACT) AMOUNT | AMOUNT SUBLET TO OTHERS | BALANCE OF CONTRACT AMOUNT | UNCOMPLETED AMOUNT TO BE DONE BY APPLICANT | |
| | | | | | AS PRIME CONTRACTOR | AS SUBCONTRACTOR |
| | 17-0111-02 (16-094R) - Sanitary Sewer Lining Project Wellfield System 9 | $ 1,514,045.47 | $ 105,983.18 | $ 1,408,062.29 | $ - | $ - |
| | 17-0111-04 (16-094R) - Sanitary Sewer Lining Project Lift Station Basin 4101 | $ 1,062,018.68 | $ 74,341.31 | $ 987,677.37 | $ 419,952.13 | $ 14,868.26 |
| | 17-0145-16 (WUD 16-077) - Aerial Crossing Improvements Phase 2 | $ 1,819,104.20 | $ 127,337.29 | $ 1,691,766.91 | $ 1,517,954.73 | $ 106,963.33 |
| | 17-0145-17 (WUD 18-070) - PBCWUD - Water Main Replacement within Sandpiper Avenue, Medowlark Drive and Oriole Court | $ 1,762,187.08 | $ 123,353.10 | $ 1,638,833.98 | $ 1,211,330.24 | $ 84,793.12 |
| | 17-0145-19 (WUD 16-077) - Utility Relocations for Belle Glade Citywide Sidewalk Improvements | $ 641,631.75 | $ 44,914.22 | $ 596,717.53 | $ 77,021.28 | $ 27,846.82 |
| | 17-0145-21 (WUD 19-075) Utility Relocation Along Hamlin Blvd; Indian Trail Culvert Improvement Project | $ 242,699.20 | $ 16,988.94 | $ 225,710.26 | $ 225,710.26 | $ 16,988.94 |
| | 17-0145-22 (WUD 18-063) 12-Inch Force Main on Sandalfoot Boulevard | $ 238,215.60 | $ 16,675.09 | $ 221,540.51 | $ 221,540.51 | $ 16,675.09 |
| | 17-0145-23(WUD 20-011) FL Turnpike (SR91) at Atlantic Ave. Toll Facilities Conversion | $ 165,091.88 | $ 11,556.43 | $ 153,535.45 | $ 153,535.45 | $ 11,556.43 |
| | 17-0167-00 (C 17-01-10-CM) - LIFT STATIONS Nos. 114, 123, 125, 132, AND 148 REHABILITATION | $ 2,385,880.00 | $ 167,011.60 | $ 2,218,868.40 | $ 857,665.86 | $ 60,036.61 |
| | 17-0205-00 (17-065) - PBC WUD 17_065 Lift Station Rehabilitation - Project B | $ 4,221,409.50 | $ 295,498.67 | $ 3,925,910.84 | $ 662,072.29 | $ 46,345.06 |
| | 17-0216-02 - Dania Beach Lift Station #7 | $ 786,350.00 | $ 55,044.50 | $ 731,305.50 | $ 11,795.25 | $ 825.67 |
| | 18-0082-00 (ITB #17-18-115/Project #20730) CWPB - Lift Station 73 Rehabilitation | $ 430,390.82 | $ 30,127.36 | $ 400,263.46 | $ 389,475.15 | $ 27,263.26 |
| | 18-0130-00 (15-096) PBCWUD - Lift Station Rehab - Project A Bid Package 2 | $ 4,830,000.00 | $ 338,100.00 | $ 4,491,900.00 | $ 2,615,009.00 | $ 183,050.63 |
| | 18-0271-02 (20-012) PBC - Continuing Contract for Wastewater Gravity Lines & Manhole Rehabilitation - WA #1 Gravity Main and Manhole Rehab | $ 1,225,047.61 | $ 85,753.33 | $ 1,139,294.28 | $ 1,139,294.28 | $ 85,753.33 |
| | 18-0315-00 (Y19-718) Orange County - Eastern Water Rec. Facility In-Plant Pump Station Replacement | $ 1,323,642.00 | $ 92,654.94 | $ 1,230,987.06 | $ 447,919.46 | $ 31,354.36 |
| | 18-0324-00 (15-098B) - PBCWUD Sanitary Sewer Collection System Rehabilitation Project Phase 2 (WUD 15-098B) | $ 3,113,950.00 | $ 217,976.50 | $ 2,895,973.50 | $ 1,434,778.80 | $ 100,434.52 |
| | | | | | | |
| | | | OTHER WORK | $ 22,550,285.04 | | |
| | | | | (Col. 5 Subtotal) | | |
| PLEASE ENTER ATTACHMENT TOTALS ON THIS LINE | | | | | | |
| | | | | TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU | $ 11,385,054.68 | $ 814,755.43 |
| | | | | GRAND TOTAL | $ | 12,199,810.11 |

NOTE: Columns 3 and 4 to show total contract (or subcontract) amounts. Column 5 to be difference between columns 3 and 4. Amount in columns 6 or 7 to be uncompleted portion of amount in column 5. All amounts to be shown to nearest $100.00. The Contractor may consolidate and list as a single item all contracts which individually do not exceed 3% of the total, and which, in the aggregate, amount to less than 20% of the total.

**Total of Columns 6 and 7 Must Be Filled In and Must Agree with Related Attachment(s), if furnished.**

## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |

**** SEE ATTACHED COMPLETED PROJECT LIST


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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# H.G.I. COMPLETED PROJECT LIST -

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station C-16 Rehabilitation | Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced. | Brevard County | Craig Helping | (321) 633-2089 | Craig.Helpling@brevardcounty.us | 2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940 | $ 207,800.00 | Jul-16 | Oct-16 |
| Lift Station C-05 and Force Main Replacement | Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 872,000.00 | Jul-15 | Dec-15 |
| Lift Station M-06 Replacement | installation of new mechanical equipment, piping and appurtenances | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 439,495.00 | Sep-15 | Nov-15 |
| Relocation of Lift Station M-05 Panel | Relining of lift station M-5 | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 6,590.00 | Apr-14 | May-14 |
| LS R1 & R6 | Lift Station rehabilitations | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 20,774.40 | Jan-12 | Mar-12 |
| LS #4 & #47 | High pressure water blasing, bypass, remove and install HDPE risers | City of Altamonte Springs | James Wickert | (407) 57-5860 | Jpwickert@altamonte.org | 950 Calabria Drive, Altamonte Springs, FL 32714 | $ 6,842.00 | Oct-13 | Nov-13 |
| Manhole Rehabilitation 2012 | Manhole rehabilitations | City of Altamonte Springs | James Wickert | (407) 57-5860 | Jpwickert@altamonte.org | 950 Calabria Drive, Altamonte Springs, FL 32714 | $ 13,446.90 | Oct-12 | Sep-12 |
| LS #3 | Rehabilitation & lining | City of Atlantis | Mo Thornton | (562) 965-1744 | mthronton@atlantisfl.gov | 260 Orange Tree Dr, Atlantis, FL 33462 | $ 119,420.00 | Aug-13 | Oct-13 |
| Misc Drainage Repairs | | City of Atlantis | Mo Thornton | (562) 965-1744 | mthronton@atlantisfl.gov | 260 Orange Tree Dr, Atlantis, FL 33462 | $ 66,545.00 | Oct-16 | Nov-16 |
| Manhole Rehabilitation August 2013 | High pressure water blasting, coating, .5" layer build back, reset manhole casting within asphalt, re-construct existing manhole benching | City of Bartow | Ken Absher | 863-534-0100 | kbasher.pw@cityofbartow.net | 450 N Wilson Ave., Bartow, FL 33830 | $ 44,990.76 | Sep-13 | Oct-13 |
| M-20 Lift Station | Rehabilitation of master Lift Station | Brevard County/Merritt Island | Bill Cowan | (321) 617-7390 | bill.cowan@brevardcounty.us | 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940 | $ 213,250.00 | Feb-11 | Apr-11 |
| Lift Station M-20 | Rehabilitation of Lift Station M-20 | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 158,777.00 | Jan-14 | May-14 |
| Cape Canaveral Lift Station No. 1 Improvements | Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals. | City of Cape Canaveral | Lonnie Dunn | (321) 868-1240 | l.dunn@cityofcapecanaveral.org | 601 Thrum Blvd, Cape Canaveral, FL 32920 | $ 164,743.11 | Nov-13 | Apr-15 |
| Replacement of three Return Activated Sludge Pumps (RAS) Pumps | install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility | City of Cocoa Utilities | Don Stevens | (321) 433-8744 | rstevens@cocoafl.org | 65 Stone Street, Cocoa, FL 32922 | $ 89,987.00 | Jan-13 | Jul-13 |
| Manhole Rehabilitation | Manhole rehabilitation, 4' lining, excess surface loss, reconstruction of manhole benching, removal of existing coating | City of Cooper City | Kerri Fisher | (954) 454-4300 | | 11791 SW 49 STREET COOPER CITY, FL 33330 | $ 11,480.00 | Oct-14 | Nov-14 |
| Lift Station Rehabilitation Project 2014 | Rehabilitation to various lift stations across the City | City of Coral Gables | Margie Gomez | (305) 460-5103 | mgomez@coralgables.com | 405 Baltimore Way, Coral Gables, FL 33134 | $ 180,508.32 | May-14 | Mar-15 |
| 2014 Rehabilitation of Lift Stations | Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS. | City of Deerfield Beach | Paul Collette | (954) 480-4418 | pcollette@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 444,240.00 | Nov-14 | Apr-15 |
| Manhole Rehabilitation | Rehabilitation of (14) Manholes throughout the City, Rehabilitation of wetwell. | City of Deerfield Beach | Paul Collette | (954) 480-4418 | pcollette@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 23,527.00 | May-13 | Jun-13 |
| Rehabilitation of Lift Stations 2018 | Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into duplex submersible LS. | City of Deerfield Beach | Paul Collette | (954) 480-4418 | pcollette@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 376,798.00 | Apr-17 | Aug-18 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station Rehabilitation 2013 | Rehabilitation of lift station #60 | City of Delray Beach | Harold Williams | (561) 243-7161 | hwilliams@ci.delray-beach.fl.us | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 29,750.00 | Jun-13 | Jul-13 |
| Manhole Piggyback | Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area. | City of Delray Beach | Scott Solomon | (561) 243-7161 | ssolomon@ci.delray-beach.fl.us | 434 S. Swinton Avenue, Delray Beach, FL 33444 | $ 25,940.00 | Mar-15 | Nov-14 |
| Lift Station and Manhole Rehabilitation 2014 Project | Lift station and manhole rehabilitation | City of Lake Wales | Rendall Britt | (863) 678-4114 | abuckner@cityoflakewales.com | 201 W. Central Ave. Lake Wales, Florida 33853 | $ 259,644.62 | Apr-14 | Sep-14 |
| South Water Treatment Plant Improvements | Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and al other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation | City of Mulberry | John Wright | (863)425-1125 | jwright@cityofmulberryfl.com | 500 S.W. 2nd Street Mulberry, FL 33860 | $ 2,143,000.00 | Feb-14 | Dec-15 |
| Lift Station No. 34 Pump Rehabilitation | High pressure water blasting, furnish/install 3 inflatable plugs in two, 8" inverts, one 10" invert, coating work, reinstall existing pump base, furnish and install 4" pipe, check calve and gate valve and replace all conduitys from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8" holes & removal of unforeseen concrete | City of St. Cloud | Christopher Combs | 407-957-7124 | ccombs@stcloud.org | 1300 Ninth Street St. Cloud, Fl 34769 | $ 33,894.00 | May-13 | Jun-13 |
| Turtle Creek Forcemain & Lift Station No. 84 | | City of St. Cloud | Christopher Combs | 407-957-7124 | ccombs@stcloud.org | 155 Corey Avenue St. Pete Beach, Florida 33706 | $ 12,900.00 | May-13 | Nov-13 |
| Manhole Rehabilitation | Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed | City of St. Pete Beach | Christopher Combs | 407-957-7124 | ccombs@stcloud.org | 155 Corey Avenue St. Pete Beach, Florida 33706 | $ 24,990.00 | May-12 | Aug-12 |
| Lift Station 107 Rehabilitation | convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration | City of Sunrise | Gregg Bagnall | (954) 572-2274 | GBagnall@Sunrisefl.gov | 10770 W. Oakland Park Blvd., Sunrise, Florida 33351 | $ 494,176.66 | Feb-16 | Jun-16 |
| Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe | Annual contract for wastewater gravity sewer rehabilitation by CIPP | City of Tampa | Jim Greiner | 813-274-8598 | Jim.Greiner@tampagov.net | 306 E Jackson St #280A4N, Tampa FL 33602 | $ 1,048,495.00 | Feb-15 | Feb-16 |
| Manhole Rehabilitation - Rebid | Rehabilitation of sanitary sewer manholes | City of Tarpon Springs | James Wheaton | (727) 942-5615 | jweaton@ctsfl.us | 324 East Pine Street Tarpon Springs, Florida 34688-5004 | $ 18,525.00 | Mar-16 | Apr-16 |
| Lift Stations Upgrades | Rehabilitation of the wet wells of four lift stations.By-pass pumping and control of sewage flows for the duration of the wet well rehabilitation work. | City of Titusville | Jimmy Gager | (321) 383-5767 | | 555 South Washington Avenue, Titusville, Florida 32796 | $ 73,435.00 | Mar-12 | Apr-12 |
| Lift Stations Nos. 6, 7, 8, & 9 Rehabilitation | Rehabilitation of mentioned lift stations | City of Treasure Island | Mike Helfrich | (727) 574-4575 | mhelfrich@mytreasureisland.org | 108th Ave., Treasure Island, FL 33706 | $ 884,000.00 | Aug-16 | Dec-16 |
| Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility | repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 424,770.00 | Sep-12 | Feb-13 |
| Lift Station Rehabilitation Phase II | refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20 | City of Weston | Sabrina Baglieri | (954) 385-2000 | sbaglieri@cdlvin-giordano.com | 17200 Royal Palm Blvd, Weston, FL 33326 | $ 1,127,059.28 | Sep-12 | Mar-13 |
| Phipps Park Booster Pump Station Rehabilitation & Modifications | Booster Pump Station Rehabilitation & Modifications | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St. 5th Floor, West Palm Beach, FL 33401 | $ 219,033.50 | Aug-11 | Apr-12 |
| 7th St. SW RWBS Pump and VFD Replacement | | Collier County | Nicole Parker | (239) 252 - 4270 | nicoleparker@colliergov.net | 3327 Tamiami Trail E, Naples, FL 34112 | $ 653,400.00 | May-13 | Mar-14 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station #30 & #32 Rehabilitation | Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves. | Coral Springs | Steve Seigfried | (954) 796-6658 | steves@fladistricts.com | 10300 NW 11th Manor, Coral Springs, FL 33071 | $ 97,710.00 | Aug-12 | Oct-12 |
| Cudjoe Regional Wastewater Inner Islands Collection System | Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FP&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.)., all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI. | Cudjoe Inner Islands | David Tegreen | 772-834-9498 | DTegreene@fkaa.com | 2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073 | $ 2,313,374.02 | Aug-13 | Sep-16 |
| Mad Hatter Linda Lakes I & I Repairs | Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP | Florida Governmental Utility Authority (FGUA) | Michael Wilson | (239) 543-1005 | mwilson@govmserv.com | 280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779 | $ 68,700.00 | Sep-14 | Nov-14 |
| Rehabilitation & Improvements to Master Lift Station 01 | Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with provided and installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and remounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system | Florida Governmental Utility Authority (FGUA) | Dwight Perry | (239) 543-1005 | Dperry@govmserv.com | 5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917 | $ 239,180.00 | Jul-18 | Sep-18 |
| Seven Springs Blvd and Humboldt Ave. I & I Repairs | Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP | Florida Governmental Utility Authority (FGUA) | Rob Dickson | (239) 543-1005 | rdickson@govmserv.com | 280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779 | $ 99,290.00 | Nov-14 | Jan-15 |
| Seven Springs / Pasco County Replacing Project & Aloha Gardens Glean & TV Collection System | Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP | Florida Governmental Utility Authority (FGUA) | Rob Dickson | (239) 543-1005 | rdickson@govmserv.com | 280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779 | $ 48,096.00 | Aug-15 | Oct-15 |
| South Hutchinson Island Repump #2 Station Modifications | Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank | Fort Pierce Utility Authority | Keith Stephens | (772) 466-1600 | kstephens@fpus.com | 206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950 | $ 679,152.23 | Jan-13 | Dec-15 |
| Lift Stations 23, 87, 117 and 212 Rehabilitation | Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace. | Loxahatchee River District | Joe Jesteadt | 561-747-5700 | Joe.Jesteadt@lrecd.org | 2500 Jupiter Park Dr., Jupiter FL 33458 | $ 28,980.00 | May-12 | Aug-12 |
| Simmons Road Drain Repair | install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner, inspect the host pipe | Nassau County | David Hearn | (904) 491-7377 | dhern@nassaucountyfl.com | 96161 Nassau Place, Yulem FL 32097 | $ 250,000.00 | Mar-15 | Apr-15 |
| Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations | Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate. Elbow and Guide Rails, Furnish and Install PVC. ETC. | Palm Beach County | Joseph Tanacredi | (561) 493-6005 | jtanacredi@pcbwater.com | 8105 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 419,578.00 | Jan-13 | Dec-16 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Wastewater Lift Stations Rehab | Installation of 8 new list stations all new pumps and control panels at all stations, along with new antenna and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | itanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 2,172,785.00 | Oct-12 | Oct-14 |
| Strategic Wastewater Infrastructure project Sewer Collection | Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads | Palm Beach County | Joseph Tanacredi | (561) 493-6001 | itanacredi@pcbwater.com | 8101 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,918,320.00 | Jan-18 | Dec-18 |
| Control Panel LS 8102 | Install control panel at lift station 8102 | Palm Beach County | Joseph Tanacredi | (561) 493-6002 | itanacredi@pcbwater.com | 8102 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 14,950.00 | Jun-13 | Aug-13 |
| Lift Station Rehabilitation South Service Area – Phase II | Install 2 new pumps | Palm Beach County | Joseph Tanacredi | (561) 493-6004 | itanacredi@pcbwater.com | 8104 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 308,322.81 | Apr-14 | Jan-15 |
| I & I Improvements | | Palm Beach County | Joseph Tanacredi | (561) 493-6006 | itanacredi@pcbwater.com | 8106 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 550,690.00 | Nov-13 | May-14 |
| Belle Glade Sewer I & I Improvements | | Palm Beach County WUD | Duane Palumbo | (561) 493-6000 | dpalumbo@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $1,343,343.00 | Feb-15 | Jul-15 |
| Sanitary Sewer & Lift Station Wet Well, Repairs | | Palm Beach County WUD | Pollop Phonpronwithoon | (561) 493-6123 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,488,751.00 | | |
| Lift Station #10 rehabilitation | Project includes new valve vault, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with refratta along with two closest manholes to lift station. | City of St. Pete Beach | Ian Wade | (727) 363-9254 | ian.wade@stpetebeach.org | 115 Corey Avenue, St. Pete Beach, FL 33706 | $ 116,112.00 | Mar-12 | Sep-12 |
| E-3 Force main Rehabilitation | E-3 Force main Rehabilitation from Garden Road to Cherry Lane, | Town of Palm Beach | Michael Roach | (561) 838-5440 | mroach@townofpalmbeach.com | 951 Old Okeechobee Rd, West Palm Beach, FL 33401 | $ 1,205,730.00 | Jul-14 | Nov-14 |
| Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station | Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work inclused the complete rehabilitation of three existing pump stations. | Village of Palm Springs | John Rouse | (561) 965-4010 | Jrouse@vpsfl.org | 226 Cypress Lane, Palm Springs, FL 33461 | $ 586,102.00 | Jan-18 | Jun-18 |
| Continuing Contract for Wastewater Gravity Lines Rehabilitation | Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form Lining method | Palm Beach County WUD | Hassan Hadjimary | (561) 493-6000 | hhadjimary@pcbwater.com | 8100 Forest Hill Blvd. West Palm Beach, FL 33413 | $ 2,331,350.00 | Nov-14 | Mar-17 |
| Deerfield Rehab Lift Stations | 4 Lift Station dry can conversions | City of Deerfield Beach | Fred Scott | (954) 480-4418 | fscott@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 391,710.00 | Dec-17 | Mar-17 |
| Lift Station 41 Upgrades | Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, onsite discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work. | City of Winter Garden | Jim Monahan | (407) 656-4111 | jmonahan@cwgdn.com | 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787 | $ 382,420.95 | Oct-17 | Jul-18 |
| Pointe Verda Sanitary Sewer Manhole Rehabilitation - Group 1 Master Contract | Rehabilitate 49 sanitary sewers manholes | St. Johns County | James Overton | (904)209-2614 | joverton@sjcfl.us | 1205 State Road 16, St. Augustine, FL 32084 | $ 210,288.50 | Oct-17 | May-18 |
| Ponte Verdra Sanitary Sewer MH | Rehabilitate fifty (50) sanitary sewers manholes | Board of County Commissioners St. Johns County Florida | James Overton | (904) 209-0150 | joverton@sjcfl.us | 500 San Sebastian View St. Augustine FL 32084 | $ 190,574.00 | Dec-17 | May-18 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station C-18 Rehabilitation | installation of new mechanical equipment, piping and appurtenances | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 310,932.50 | Nov-17 | Jan-18 |
| Lift Station C-18 Rehab | Rehab of existing wet well and installation of a Generator | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 269,350.00 | Sep-18 | Jan-19 |
| Lift Station V-10 Rehabilitation | Rehabilitation of the existing LiftStation V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections. | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 236,500.00 | Jun-17 | Jul-17 |
| M-08 Lift Station Replacement | Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, above-grade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing Lift Station M-08 wet well to a manhole | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 354,000.00 | May-17 | Nov-17 |
| Lift Station 7 & 8 Improvement | Lift Station Improvements | City of Clearwater | Jeff Walker | (727) 562-4827 | Jeff.walker@myclearwater.com | 100 S Myrtle Ave. Clearwater, FL 33756 | $ 1,064,030.00 | Oct-17 | Aug-18 |
| Master Pump Station Rehabilitation | Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration | City of Clewiston | Danny Williams | (863) 983-1484 | danny.williams@clewiston-fl.gov | 115 W Ventura Ave, Clewiston, FL 33440 | $ 997,356.30 | May-17 | Apr-18 |
| Lift Station T-26 Rehabilitation | Rehabilitation of Lift Station T-26 to include rehabilitation of existing wet well demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation | Brevard County | Craig Helping | (321) 633-2089 | Craig.Helpling@brevardcounty.us | 2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940 | $ 128,450.00 | Jan-18 | Jun-18 |
| Lift Station T-26 Rehab | Rehab of Lift Station including pipes, pumps, and electrical | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 148,450.00 | Jan-18 | Jun-18 |
| Lift Station S-05 Rehab | Install of new mechanical equipment, piping and appurtenances | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 467,500.00 | Apr-18 | Aug-18 |
| Master Lift Station Generator Replacement | Remove existing generator and turn over to owner, Remove all wiring associated with existing generator system between generator and ATS and replace with new, Provide new 80kW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer | City of Atlantis | Joseph Kusnir | (561) 242-0028 | stormwaterj@gmail.com | 260 Orange Tree Drive, Atlantis, FL 33462 | $ 57,100.00 | Jan-18 | Feb-18 |
| Master LS Generator Replace | Installation of a generator at the master lift station | City of Atlantis | Mo Thornton | (561) 965-1744 | mthornton@atlantisfl.gov | 260 Orange Tree Dr, Atlantis, FL 33462 | $ 57,100.00 | Jul-17 | Feb-18 |
| Australian Ave Sanitary Sewer & Parking Lot Improvements | Gravity sanitary sewer replacement, pavement removal and reconstruction | Town of Palm Beach | John Cairnes | (561) 838-5440 | john.cairnes@mockroos.com | 951 Okeechobee Drive, West Palm Beach, FL 33401 | $ 228,580.00 | Jun-17 | Oct-17 |
| Wastewater Lift Station No. 8 & 16 | Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation | City of St. Pete Beach | Ian Wade | (727) 363-9254 | iwade@stpetebeach.org | 155 Corey Avenue, St. Pete Beach, Florida 33706 | $ 544,431.43 | Apr-17 | Dec-17 |
| Melaleuca & Kirk Road | Remove and Replace approximately 270LF of 60" RCP with new headwall south of the intersection of. Kirk Rd and Melaleuca Lane. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 198,000.00 | Aug-17 | Nov-17 |
| WO #10 Woolbright Inlets | Remove and replace 24' of 18" RCP piping and type P6 inlet top and bottom approcimately 8' deep within edge of roadway | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 98,000.00 | Apr-17 | Jun-17 |
| WO #12 Aladdin | Remove and Replace approximately 76LF of 36" RCP at 3860 Aladdin Avenue. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 75,200.00 | Feb-17 | Mar-17 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| WO #13 Kirk storm part 2 | Rehabilitation of approximately 447 LF of 48 - 60"" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 171,700.93 | Jul-17 | Sep-17 |
| WO#16 Lyon Forest Hill | Drainage Improvements per project scope and drawings | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 101,659.32 | Jun-18 | Sep-17 |
| WO #18 Florida Blvd | Drainage Improvements 24" | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 50,461.06 | Jul-17 | Aug-17 |
| WO#19 Riverside | Drainage Improvements 18", Driveway and Curbing Repairs | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 58,250.00 | Aug-17 | Sep-17 |
| Riverside | Drainage Improvements 18", Asphalt Repairs | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 31,395.30 | Aug-17 | Nov-17 |
| Lift Station #22 - S&L Replacement | Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 59,580.00 | Aug-17 | Feb-18 |
| Lift Station M18 | Rehabilitation to lift station M-18 | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 123,700.00 | Aug-17 | Nov-17 |
| Lift Station #1 Rehabilitation | Lift Station #1 Rehabilitation | City of Holly Hill | Walt Smyser | (386) 490-1249 | Wsmyser@hollyhill.org | 4401 East Port Pkwy, Port Orange, FL 32127 | $ 510,000.00 | Sep-17 | Feb-18 |
| Lift Station 7 -17WW07 | Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization. | City of Holly Hill | Walt Smyser | (386) 490-1249 | Wsmyser@hollyhill.org | 4401 East Port Pkwy, Port Orange, FL 32127 | $ 289,000.00 | Nov-17 | May-18 |
| Seminole County 10 LS Rehab 2017 | Rehabilitation to 10 lift stations across the County | Seminole County | Jeff Lane | (407) 665-2558 | jlane@seminolecountyfl.org | 4903 Wayside Dr, Sanford, FL 32771 | $ 539,636.66 | Oct-17 | Nov-17 |
| Palm Beach County Lift Station Rehabilitation Continuing Construction Contract | Complete electrical system at Lift Station No. 21 | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 531,643.60 | Sep-17 | Mar-18 |
| Replacement Lift Station 21 | Replacement of Lift Station 21 | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 520,568.78 | Sep-17 | Mar-18 |
| Pipe Draining and Video, And Drainage Repair on Various State Roads | Drainage repair district wide | FDOT | Wayne Harris | (863) 519-2382 | Wayne.Harris@dot.state.fl.us | N Franklin Street Suite 1400, Tampa, FL 33602 | $ 306,580.00 | Oct-17 | Jun-17 |
| Lift Station T-04 Rehab | Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 195,172.81 | Jul-18 | Nov-18 |
| Lift Station 29 Replacement | to provide maintenance and construction for water, wastewater and reuse projects | City of Altamonte Springs | Karen McCullen | 407-571-8335 | kmccullen@altamonte.org | 225 Newburyport Avenue, Altamonte Springs, FL 32701 | $ 850,000.00 | Sep-16 | Jul-17 |
| 2016 Telemetry Information Management System Upgrade | Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers | Palm Beach County WUD | Andre McBarnett | (561) 493-6104 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,462,251.50 | Feb-17 | Aug-18 |
| Greenacres Drainage Improvements | Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue | City of Greenacres | Zach Gamble | (561) 642-2013 | zgamble@craventhompson.com | 5800 Melaleuca Lane, Greenacres, FL 33463 | $ 311,148.50 | Jun-17 | Oct-17 |
| 2017 Storm drain Pipe Lining | perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes | City of Ormond Beach | Alex Schumann | (386) 676-3306 | Alex.Schumann@ormondbeach.org | 22 South Beach Street, Ormond Beach, FL 32174 | $ 268,210.00 | Mar-17 | Jul-17 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lining - 16-092 | 10,000 LF Lining | Palm Beach County WUD | Pollop Phonpornwithoon | (561) 493-6123 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 99,621.50 | Nov-16 | Apr-17 |
| Lift Station 139 Minor Rehab | Lift Station 139 Minor Rehab | City of Sunrise | Joe Mazzella | (954) 572-2277 | jmazzella@cityofsunrise.gov | 14150 NW 8th St, Sunrise, FL 33325 | $ 41,200.00 | Apr-18 | May-18 |
| Sand Dollar LS 3 & 4 Repairs | Improvements to the Sand Dollar 3&4 Lift Station | St. Johns County Utility Department | James Overton | (904) 209-2614 | joverton@sicfl.u | 1205 State Road 16, St. Augustine, FL 32084 | $ 119,490.00 | Jul-18 | Sep-18 |
| Lift Station #44 - CWPB | install vertical pumps, motors, and pump control valves, including all accessories | City of West Palm Beach | Yanice Mercado | 561-494-1061 | YMercado@wpb.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 838,153.00 | May-18 | Sep-19 |
| Blue Cypress Lake Rd Culvert | replacement of an existing culvert crossing; Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control | Indian River County | Kristen Leiendecker | (772) 226-1416 | kleiendecker@ircgov.com | 1800 27th Street, Vero Beach, FL 32960 | $ 176,000.00 | Apr-18 | Jun-18 |
| Lift Station # 3 - Lining | Gravity sewer main lining in lift station #3 basin area | City of North Lauderdale | George Krawczyk | (954) 597-4754 | gkrawczyk@nlauderdale.org | 701 Southwest 71st Ave, North Lauderdale, FL 33068 | $ 136,609.00 | Mar-18 | Oct-18 |
| Earman River Trans Pump Stat | Install a water detection switch in the main mops pump station; install a manufactured pump station in a fiberglass wet well with 2 40 HP main water pumps | Village of North Palm Beach | Adam Swaney | (561) 691-3442 | aswaney@engenuitygroup.com | 501 US Highway One, North Palm Beach, FL 33408 | $ 346,680.00 | Aug-18 | Sep-18 |
| Manhole Rehab - Tarpon Springs | Rehabilitation of sanitary sewer manholes | City of Tarpon Springs | Rodney Rainey | (727) 942-5615 | rrainey@ctsfl.us | 324 East Pine Street, Tarpon Springs, FL 34688 | $ 33,975.00 | May-18 | Jul-18 |
| Emerg Sewer Repair - Seaport | Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. ($2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at $500/hour.) | Village s of Seaport Condominium Association Inc. | Betty Walsh | (321) 748-6400 | VOS-Manager@cfl.rr.com | 120 Seaport Blvd, Cape Canaveral, FL 32920 | $ 6,500.00 | Apr-18 | May-18 |
| Rock Creek Manholes | Manhole Coating | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 19,665.00 | Apr-18 | May-18 |
| Utilities Complex Electrical | Electrical work utl storage building | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 19,780.00 | May-18 | Jun-18 |
| Lift Station #16 Piping | LS Piping | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 14,520.00 | May-18 | Jun-18 |
| Emergency - Belle Glade SEPTIC | Emergency - Belle Glade SEPTIC | Palm Beach County WUD | Gerado Castellano | (561) 493-6033 | gcastellano@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 38,325.00 | Jun-18 | Jul-18 |
| Garden Lakes | Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair | Seminole County | David Omberg | (407) 665-5699 | domberg@seminolecountyfl.gov | 500 West Lake Mary Blvd, Sanford, FL 32773 | $ 86,702.00 | May-18 | Jun-18 |
| Top Slab Replacement | 8' diameter concrete top slab, H-20 hatch | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 8,700.00 | Jun-18 | Jul-18 |
| Construction Services for Brighton Reservation | Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation | Seminole Tribe of Florida | Emran Rahaman | (954) 966-6300 | emranrahaman@semtribe.com | 6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024 | $ 100,706.00 | Feb-19 | Apr-19 |
| Lift Station No. 4 Minor Rehabilitation | Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electricalequipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements | City of Sunrise | Mark Pacitti | (954) 572-2272 | mpacitti@sunrisefl.gov | 10770 West Oakland Park Blvd. Sunrise, Florida 33351 | $ 89,947.20 | Jan-19 | Feb-19 |
| Water and Sewer Lines Abandonment Project | abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants | City of Lauderdale Lakes | Masqood Nasir | (954) 535-2700 | mmnasir@lauderdalelakes.org | 4300 NW 36th Street Lauderdale Lakes, FL 33319 | $ 81,981.41 | Jan-19 | Jul-19 |
| Lift Station 383 - Rehabilitation | Lift station rehab for #83, Is required to remove the existing leaking wet well liner, repair leaks and coat well. | City of Miramar | Jim Frawley | (954) 602-3115 | jfrawley@miramarfl.gov | 2300 Civic Center Place Miramar, FL 33025 | $ 52,862.00 | Apr-19 | May-19 |
| Gravity Sewer | Gravity sewer main claning, bypass pumping, install of 11,017 LF of 8" CIPP liner | City of Zephyrhills | Mike Perry | 813-780-0000 | Mperry@ci.zephyrhills.fl.us | 39825 Alston Ave Zephyrhills, FL 33542 | $ 343,828.31 | Oct-18 | Dec-18 |
| Big Crest Haven LS Rail Replacement | Remove and replace SS guide rails and brackets vaccum truck (for cleaning) | Village of Palm Springs | Andrew Klausner | (561) 965-4013 | aklausner@vpsfl.org | 226 Cypress Lane Palm Springs, FL 33461-1699 | $ 9,330.00 | Feb-19 | Feb-19 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station 5133 Emergency Repairs | Remove and Replace - (3) -10" Riser Pipes from the Base Elbow up to the Check Valve - Triplex Remove and Replace T- Rails Supply and Install 24"-30" Plug Re-Anchoring of the Elbows as needed | Palm Beach County WUD | Gerardo Castellano | 561-493-6033 | GCastellano@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 57,200.00 | Jan-19 | Feb-19 |
| Palm beach traveler RV Park | Emergency removal and replacement of up to 10 LF of 8" sewer pipe in the Palm Beach Traveler Park. | Palm Beach Trailer RV Park | Bob Wolf | 216 905 6202 | Info@palmbeachtravler.com | 6159 Lawrence Rd Lake Worth, FL 33462 | $ 27,800.00 | May-19 | Jun-19 |
| Lift Station S-08 Replacement | The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station S-08 Replacement, as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents. | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 468,250.00 | Aug-18 | Aug-19 |

SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
| *** SEE ATTACHED HGI EQUIPMENT LIST | (OWNED) | | |
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## Owned Equipent

| Asset ID | Category | Type | Description | Status |
|---|---|---|---|---|
| 543 | VEHICLE | REEFER | 2011 Kenworth T370 | ACTIVE |
| 542 | VEHICLE | VAN | 2007 CHEVY VAN | ACTIVE |
| 541 | VEHICLE | VAN | 2011 GMC VAN | ACTIVE |
| 540 | VEHICLE | VAN | 2007 Chevy van | ACTIVE |
| 539 | VEHICLE | VAN | 2014 Dodge Caravan | ACTIVE |
| 538 | TRAILER | HAULER | Forest River Trailer | ACTIVE |
| 536 | PUMP | VACUUM OIL PUMP | 3" Well point pump | ACTIVE |
| 534 | EQUIPMENT | ROLLER | Leeboy roller | ACTIVE |
| 533 | TRAILER | HAULER | | ACTIVE |
| 532 | EQUIPMENT | COMPACTOR | COMPACTOR | ACTIVE |
| 531 | CREW EQUIPMENT | LIGHT TOWER | Light Tower | ACTIVE |
| 530 | TRAILER | HAULER | 7X14 Spartan Trailer | ACTIVE |
| 529 | VEHICLE | CAR | 2007 Volvo XC70 | ACTIVE |
| 528 | TRAILER | CARGO | Cargo Trailer | ACTIVE |
| 527 | VEHICLE | FLAT BED | Flat bed | ACTIVE |
| 526 | TRAILER | CARGO | Cargo Trailer | ACTIVE |
| 525 | VEHICLE | VAN | TV Truck | ACTIVE |
| 524 | TRAILER | PUMP | Pump | ACTIVE |
| 523 | TRAILER | PUMP | Pump | ACTIVE |
| 522 | EQUIPMENT | PUMP | Pump | ACTIVE |
| 521 | TRAILER | PUMP | Pump | ACTIVE |
| 520 | TRAILER | PUMP | Pump | ACTIVE |
| 519 | EQUIPMENT | LOADER | Wheel Loader | ACTIVE |
| 518 | TRAILER | MIXER | Mixer | ACTIVE |
| 517 | TRAILER | GENERATOR | Generator | ACTIVE |
| 516 | TRAILER | LOW BOY | Lowboy | ACTIVE |
| 515 | VEHICLE | VAN | van | ACTIVE |
| 514 | TRAILER | PUMP | pump | ACTIVE |
| 513 | EQUIPMENT | PUMP | diaphram pump | ACTIVE |
| 512 | EQUIPMENT | SKID STEER | Skid Steer | ACTIVE |
| 511 | TRAILER | SPRAY MATE COATING | Coating Trailer | ACTIVE |
| 509 | TRAILER | DUMP | DUMP TRAILER | ACTIVE |
| 508 | TRAILER | DUMP | DUMP TRAILER | ACTIVE |

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| 507 | EQUIPMENT | LOADER | Loader | ACTIVE |
| 506 | EQUIPMENT | EXCAVATOR | Excavator | ACTIVE |
| 505 | TRAILER | CARGO | Cargo Trailer | ACTIVE |
| 504 | TRAILER | CARGO | Cargo Trailer | ACTIVE |
| 503 | TRAILER | CARGO | Cargo Trailer | ACTIVE |
| 502 | VEHICLE | FLAT BED | | ACTIVE |
| 501 | VEHICLE | BOILER | | ACTIVE |
| 500 | EQUIPMENT | ROLLER | | ACTIVE |
| 499 | EQUIPMENT | ROLLER | | ACTIVE |
| 498 | EQUIPMENT | COMPACTOR | | ACTIVE |
| 497 | EQUIPMENT | COMPACTOR | | ACTIVE |
| 496 | VEHICLE | FLAT BED | | ACTIVE |
| 495 | VEHICLE | FLAT BED | CHEVY FLAT BED | ACTIVE |
| 494 | VEHICLE | FLAT BED | CHEVY FLAT BED | ACTIVE |
| 493 | VEHICLE | FLAT BED | CHEVY FLAT BED | ACTIVE |
| 492 | EQUIPMENT | LOADER | | ACTIVE |
| 491 | EQUIPMENT | EXCAVATOR | | ACTIVE |
| 490 | EQUIPMENT | LOADER | | ACTIVE |
| 489 | EQUIPMENT | EXCAVATOR | | ACTIVE |
| 488 | VEHICLE | CRANE | F-550 | ACTIVE |
| 487 | VEHICLE | UTILITY | F-550 | ACTIVE |
| 486 | VEHICLE | CRANE | F-350 | ACTIVE |
| 485 | EQUIPMENT | EXCAVATOR | Excavator | ACTIVE |
| 484 | EQUIPMENT | EXCAVATOR | Excavator | ACTIVE |
| 482 | EQUIPMENT | SKID STEER | skid steer | ACTIVE |
| 481 | EQUIPMENT | COMPACTOR | Compactor | ACTIVE |
| 480 | EQUIPMENT | OFF ROAD CART | Off Road Cart | ACTIVE |
| 479 | EQUIPMENT | OFF ROAD CART | Off Road Cart | ACTIVE |
| 478 | TRAILER | MESSAGE BOARD | Trailer | ACTIVE |
| 477 | TRAILER | HAULER | Trailer | ACTIVE |
| 476 | TRAILER | HAULER | Trailer | ACTIVE |
| 475 | VEHICLE | REEFER | refrigerated truck | ACTIVE |
| 474 | EQUIPMENT | EXCAVATOR | excavator | ACTIVE |
| 473 | EQUIPMENT | SKID STEER | skid steer | ACTIVE |
| 472 | EQUIPMENT | EXCAVATOR | excavator | ACTIVE |
| 471 | EQUIPMENT | EXCAVATOR | excavator | ACTIVE |
| 470 | EQUIPMENT | FORKLIFT | DOOSAN | ACTIVE |
| 469 | EQUIPMENT | SKID STEER | skid steer | ACTIVE |

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| 468 | EQUIPMENT | EXCAVATOR | excavator | ACTIVE |
| 467 | EQUIPMENT | MIXER | | ACTIVE |
| 466 | VEHICLE | VAC | | ACTIVE |
| 465 | VEHICLE | CRANE | | ACTIVE |
| 464 | VEHICLE | PICKUP | | ACTIVE |
| 463 | VEHICLE | PICKUP | | ACTIVE |
| 462 | VEHICLE | PICKUP | | ACTIVE |
| 461 | VEHICLE | PICKUP | | ACTIVE |
| 460 | TRAILER | CARGO | | ACTIVE |
| 459 | EQUIPMENT | SKID STEER | skid steer | ACTIVE |
| 458 | EQUIPMENT | COMPACTOR | compactor | ACTIVE |
| 457 | EQUIPMENT | COMPACTOR | compactor | ACTIVE |
| 456 | VEHICLE | TRUCK | Crew Cab | ACTIVE |
| 455 | EQUIPMENT | MAN LIFT | Man Lift | ACTIVE |
| 454 | EQUIPMENT | MAN LIFT | Man lift | ACTIVE |
| 453 | TRAILER | PUMP | Electric Bypass Pump | ACTIVE |
| 452 | TRAILER | ARROW BOARD | Arrow Board | ACTIVE |
| 451 | TRAILER | ARROW BOARD | | ACTIVE |
| 450 | EQUIPMENT | FORKLIFT | YALE | ACTIVE |
| 449 | EQUIPMENT | FORKLIFT | Forklift | ACTIVE |
| 448 | EQUIPMENT | LOADER | Loader | ACTIVE |
| 447 | TRAILER | CARGO | cargo | ACTIVE |
| 446 | TRAILER | CARGO | cargo | ACTIVE |
| 445 | VEHICLE | PICKUP | Pickup | ACTIVE |
| 444 | EQUIPMENT | SAW | Street Saw | ACTIVE |
| 443 | EQUIPMENT | SAW | Street saw | ACTIVE |
| 442 | EQUIPMENT | SAW | Street saw | ACTIVE |
| 441 | EQUIPMENT | SAW | Street saw | ACTIVE |
| 440 | EQUIPMENT | TRACTOR | Tractor | ACTIVE |
| 439 | EQUIPMENT | TRACTOR | Tractor | ACTIVE |
| 438 | TRAILER | PUMP | pump | ACTIVE |
| 437 | TRAILER | HAULER | Trailer | ACTIVE |
| 436 | TRAILER | HAULER | Trailer | ACTIVE |
| 435 | VEHICLE | VAN | Vehicle | ACTIVE |
| 434 | EQUIPMENT | PUMP | Pump | ACTIVE |
| 433 | EQUIPMENT | PUMP | PUMP | ACTIVE |
| 432 | EQUIPMENT | PUMP | PUMP | ACTIVE |
| 431 | EQUIPMENT | PUMP | PUMP | ACTIVE |

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|---|---|---|---|---|
| 430 | EQUIPMENT | COMPACTOR | Compactor | ACTIVE |
| 429 | EQUIPMENT | COMPRESSOR | Air compressor | ACTIVE |
| 423 | EQUIPMENT | PUMP | | ACTIVE |
| 422 | TRAILER | CARGO | | ACTIVE |
| 421 | TRAILER | CARGO | | ACTIVE |
| 420 | EQUIPMENT | PUMP | Dewater | ACTIVE |
| 419 | TRAILER | CARGO | 14' x 7' | ACTIVE |
| 418 | EQUIPMENT | COMPACTOR | Plate compactor | ACTIVE |
| 417 | EQUIPMENT | COMPACTOR | Asphalt | ACTIVE |
| 416 | EQUIPMENT | PUMP | | ACTIVE |
| 415 | VEHICLE | DUMP | Tri axle | ACTIVE |
| 414 | EQUIPMENT | PUMP | | ACTIVE |
| 413 | EQUIPMENT | PUMP | | ACTIVE |
| 412 | TRAILER | TANKER | Tanker | ACTIVE |
| 411 | EQUIPMENT | PUMP | | ACTIVE |
| 410 | EQUIPMENT | WELDER | Welder | ACTIVE |
| 409 | TRAILER | CARGO | Forest River | ACTIVE |
| 408 | EQUIPMENT | PUMP | Hydraulic Pump | ACTIVE |
| 407 | EQUIPMENT | LIFT | Scissor Lift | ACTIVE |
| 406 | EQUIPMENT | PUMP | Elec Bypass Pump | ACTIVE |
| 405 | EQUIPMENT | LOADER | Wheel Loader | ACTIVE |
| 404 | TRAILER | DUMP | Dump Trailer | ACTIVE |
| 403 | TRAILER | CARGO | Cutter Trailer | ACTIVE |
| 402 | EQUIPMENT | SKID STEER | Skid Steer | ACTIVE |
| 401 | EQUIPMENT | BACKHOE | Backhoe | ACTIVE |
| 400 | EQUIPMENT | EXCAVATOR | Hydraulic Excavator | ACTIVE |
| 399 | EQUIPMENT | SPRAY | Epoxy Spray Rig | ACTIVE |
| 398 | EQUIPMENT | EXCAVATOR | Excavator | ACTIVE |
| 397 | EQUIPMENT | GENERATOR | 25KW Generator | ACTIVE |
| 396 | EQUIPMENT | GENERATOR | 80KW Generator | ACTIVE |
| 395 | EQUIPMENT | GENERATOR | 80KW Generator | ACTIVE |
| 390 | EQUIPMENT | SURVEYING | Surveying Equipment | ACTIVE |
| 389 | EQUIPMENT | LIGHTING | Portable Light Trailer | ACTIVE |
| 388 | EQUIPMENT | EXCAVATOR | Hydraulic Excavator | ACTIVE |
| 385 | TRAILER | REEFER | Reefer Trailer 53' | ACTIVE |
| 384 | EQUIPMENT | EXCAVATOR | Compact Excavator | ACTIVE |
| 383 | VEHICLE | VAC | Vactor Truck | ACTIVE |
| 382 | TRAILER | LOW BOY | Low Boy | ACTIVE |

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| 380 | VEHICLE | TANDEM | International Truck | ACTIVE |
| 379 | VEHICLE | BUCKET | GMC Truck | ACTIVE |
| 378 | VEHICLE | FLAT BED | GMC Truck | ACTIVE |
| 377 | VEHICLE | PICKUP | Chevy Truck | ACTIVE |
| 376 | VEHICLE | FLAT BED | GMC Truck | ACTIVE |
| 375 | VEHICLE | PICKUP | GMC Pickup Truck | ACTIVE |
| 374 | EQUIPMENT | WETOUT | Wetout Assembly Equipment | ACTIVE |
| 373 | EQUIPMENT | ATTACHMENT | Telescopic Dipper | ACTIVE |
| 372 | EQUIPMENT | WETOUT | Resin Tank w/ Conveyor | ACTIVE |
| 371 | EQUIPMENT | SURVEYING | Pipe Laser | ACTIVE |
| 370 | EQUIPMENT | CIPP | Cues Truck 2 | ACTIVE |
| 369 | EQUIPMENT | CIPP | Cues Truck 1 | ACTIVE |
| 368 | EQUIPMENT | ATTACHMENT | Clam Shell Bucket | ACTIVE |
| 367 | EQUIPMENT | COMPUTER | CIPP Computers | ACTIVE |
| 366 | EQUIPMENT | TANKER | 300 Gallon Spray Rig Attachment | ACTIVE |
| 365 | EQUIPMENT | PERSONAL | Boat Engine | ACTIVE |
| 364 | EQUIPMENT | PERSONAL | Jet Ski | ACTIVE |
| 363 | EQUIPMENT | PERSONAL | Jet Ski | ACTIVE |
| 362 | EQUIPMENT | PERSONAL | Jet Ski | ACTIVE |
| 361 | EQUIPMENT | GRADER | Volvo Motor Grader | ACTIVE |
| 360 | TRAILER | REEFER | Reefer Trailer 53' | ACTIVE |
| 359 | TRAILER | CARGO | Look Trailer | ACTIVE |
| 358 | EQUIPMENT | FORKLIFT | Toyota Forklift | ACTIVE |
| 357 | TRAILER | HAULER | Tilt Trailer | ACTIVE |
| 356 | EQUIPMENT | PUMP | Thompson Pump | ACTIVE |
| 355 | EQUIPMENT | PUMP | Thompson Pump | ACTIVE |
| 354 | EQUIPMENT | PUMP | Thompson Pump | ACTIVE |
| 353 | EQUIPMENT | PUMP | Thompson High Pressure Pump | ACTIVE |
| 352 | EQUIPMENT | PUMP | Thompson 6' Vacuum Assisted Pump | ACTIVE |
| 351 | EQUIPMENT | PUMP | Thompson 6' Vacuum Assisted Pump | ACTIVE |
| 350 | EQUIPMENT | PUMP | Thompson 6' Vacuum Assisted Pump | ACTIVE |
| 349 | EQUIPMENT | PUMP | Thompson 6' Vacuum Assisted Pump | ACTIVE |
| 348 | EQUIPMENT | PUMP | Thompson 6' Vacuum Assisted Pump | ACTIVE |
| 347 | EQUIPMENT | PUMP | Thompson 6' Trailer Mounted Pump | ACTIVE |
| 346 | EQUIPMENT | PUMP | Thompson 6' Bypass Pump | ACTIVE |
| 344 | EQUIPMENT | PUMP | Thompson 4' Mounted Pump | ACTIVE |
| 343 | EQUIPMENT | PUMP | Thompson 12' Wellpoint Pump | ACTIVE |
| 342 | EQUIPMENT | PUMP | Thompson 12' Wellpoint Pump | ACTIVE |

| | | | | |
|---|---|---|---|---|
| 341 | TRAILER | HAULER | Thomas Trailer | ACTIVE |
| 340 | EQUIPMENT | PUMP | Auto Dialer Pump | ACTIVE |
| 339 | EQUIPMENT | COMPRESSOR | Compressor w/ Trailer | ACTIVE |
| 338 | VEHICLE | VAC | Sterling Vac Truck | ACTIVE |
| 337 | VEHICLE | VAC | Sterling Truck | ACTIVE |
| 336 | VEHICLE | CRANE | Sterling Crane Truck | ACTIVE |
| 335 | TRAILER | CARGO | Space Coast Trailer | ACTIVE |
| 334 | EQUIPMENT | BOAT | Ever | ACTIVE |
| 333 | EQUIPMENT | MIXER | Rex Dulvi-Mixer | ACTIVE |
| 332 | VEHICLE | FLAT BED | Crane Flatbed | ACTIVE |
| 331 | EQUIPMENT | EXCAVATOR | Walking Excavator | ACTIVE |
| 330 | TRAILER | CARGO | Look Enclosed Trailer | ACTIVE |
| 329 | TRAILER | CARGO | Look Enclosed Trailer | ACTIVE |
| 328 | TRAILER | CARGO | Lark Trailer | ACTIVE |
| 327 | EQUIPMENT | EXCAVATOR | Komatsu Hydraulic Excavator | ACTIVE |
| 326 | EQUIPMENT | EXCAVATOR | Komatsu Hydraulic Excavator | ACTIVE |
| 325 | EQUIPMENT | EXCAVATOR | Komatsu Hydraulic Excavator | ACTIVE |
| 324 | EQUIPMENT | BLASTER | KMT Aqua Blaster | ACTIVE |
| 323 | VEHICLE | VAC | Kenworth Vac Truck | ACTIVE |
| 322 | VEHICLE | BOILER | Kenworth Boiler Truck | ACTIVE |
| 321 | VEHICLE | DUMP | Kenworth Dump Truck | ACTIVE |
| 320 | TRAILER | ASPHALT | Keizer Morris Trailer w/ Asphalt Hot Box | ACTIVE |
| 319 | EQUIPMENT | LOADER | John Deere Wheel Loader | ACTIVE |
| 318 | EQUIPMENT | LOADER | John Deere Wheel Loader | ACTIVE |
| 317 | EQUIPMENT | SKID STEER | John Deere Skid Steer | ACTIVE |
| 316 | EQUIPMENT | MOWER | John Deere Riding Mower | ACTIVE |
| 315 | EQUIPMENT | MOWER | John Deere Mower Attachment | ACTIVE |
| 314 | EQUIPMENT | EXCAVATOR | John Deere Excavator | ACTIVE |
| 313 | EQUIPMENT | SKID STEER | John Deere Compact Track Loader | ACTIVE |
| 312 | EQUIPMENT | SKID STEER | John Deere Compact Track Loader | ACTIVE |
| 310 | EQUIPMENT | EXCAVATOR | John Deere Compact Excavator | ACTIVE |
| 308 | EQUIPMENT | ATTACHMENT | John Deere Bucket | ACTIVE |
| 307 | EQUIPMENT | ROLLER | Bomag Roller | ACTIVE |
| 306 | EQUIPMENT | MOWER | John Deere Mower | ACTIVE |
| 305 | TRAILER | HAULER | Interstate Trailer | ACTIVE |
| 304 | TRAILER | HAULER | Grey Trailer | ACTIVE |
| 303 | VEHICLE | VAC | International Vac Truck | ACTIVE |
| 302 | VEHICLE | VAC | International Vac Truck | ACTIVE |

| | | | | |
|---|---|---|---|---|
| 301 | VEHICLE | VAC | International Vac Truck | ACTIVE |
| 300 | VEHICLE | VAC | International Vac Truck | ACTIVE |
| 298 | VEHICLE | BLASTER | International Sand Blaster Truck | ACTIVE |
| 297 | VEHICLE | REEFER | International Truck | ACTIVE |
| 296 | VEHICLE | REEFER | International Truck | ACTIVE |
| 295 | VEHICLE | REEFER | International Reefer Truck | ACTIVE |
| 292 | VEHICLE | BOX | International Box Truck | ACTIVE |
| 291 | VEHICLE | DUMP | Flat Bed Dump Truck | ACTIVE |
| 290 | VEHICLE | DUMP | Flat Bed Dump Truck | ACTIVE |
| 289 | EQUIPMENT | COMPRESSOR | Ingersoll Rand Mounted Compressor | ACTIVE |
| 288 | EQUIPMENT | COMPRESSOR | Ingersoll Rand Air Compressor | ACTIVE |
| 287 | VEHICLE | BOX | International Chassis | ACTIVE |
| 286 | VEHICLE | UTILITY | Horton Truck Crane | ACTIVE |
| 285 | EQUIPMENT | BLASTER | Power Washer Trailer | ACTIVE |
| 284 | TRAILER | HAULER | Homemade Trailer | ACTIVE |
| 283 | EQUIPMENT | GENERATOR | HESC Generator | ACTIVE |
| 282 | EQUIPMENT | GENERATOR | HESC Generator | ACTIVE |
| 281 | TRAILER | HAULER | Hardee Built Trailer | ACTIVE |
| 280 | EQUIPMENT | PUMP | Gorman Pump | ACTIVE |
| 279 | VEHICLE | VAN | GMC Van | ACTIVE |
| 278 | VEHICLE | VAN | GMC Van | ACTIVE |
| 277 | VEHICLE | UTILITY | GMC Truck w/ Crane | ACTIVE |
| 276 | VEHICLE | FLAT BED | GMC Truck | ACTIVE |
| 275 | VEHICLE | FLAT BED | GMC Truck | ACTIVE |
| 274 | VEHICLE | PICKUP | GMC Truck | ACTIVE |
| 272 | VEHICLE | VAN | GMC Truck | ACTIVE |
| 271 | VEHICLE | UTILITY | GMC Service Truck | ACTIVE |
| 270 | VEHICLE | FLAT BED | GMC Pickup Truck | ACTIVE |
| 269 | VEHICLE | PICKUP | GMC Pickup Truck | ACTIVE |
| 268 | VEHICLE | PICKUP | GMC Pickup Truck | ACTIVE |
| 264 | VEHICLE | PICKUP | GMC Pickup Truck | ACTIVE |
| 262 | VEHICLE | PICKUP | GMC Pickup Truck | ACTIVE |
| 260 | VEHICLE | VAN | GMC Cargo Van | ACTIVE |
| 259 | EQUIPMENT | LIFT | Genie Personal Lift | ACTIVE |
| 258 | TRAILER | CARGO | FRRV Trailer | ACTIVE |
| 257 | VEHICLE | TANDEM | Freightliner | ACTIVE |
| 256 | VEHICLE | BOX | Freightliner | ACTIVE |
| 255 | VEHICLE | TANKER | Freightliner | ACTIVE |

| | | | | |
|---|---|---|---|---|
| 254 | VEHICLE | TANKER | Freightliner | ACTIVE |
| 253 | VEHICLE | TANKER | Freightliner | ACTIVE |
| 250 | VEHICLE | UTILITY | Ford Truck | ACTIVE |
| 249 | VEHICLE | UTILITY | Ford Truck | ACTIVE |
| 248 | VEHICLE | PICKUP | Ford Truck | ACTIVE |
| 245 | VEHICLE | UTILITY | Ford Truck | ACTIVE |
| 242 | VEHICLE | PICKUP | Ford Pickup Truck | ACTIVE |
| 241 | VEHICLE | CAR | Ford Fusion | ACTIVE |
| 239 | VEHICLE | BOILER | Ford Tandem | ACTIVE |
| 238 | EQUIPMENT | ATTACHMENT | FFC Tree Boom | ACTIVE |
| 237 | TRAILER | OFFICE | Dutchman Trailer | ACTIVE |
| 236 | TRAILER | HAULER | Draggin Trailer | ACTIVE |
| 235 | EQUIPMENT | FORKLIFT | DOOSAN | ACTIVE |
| 234 | VEHICLE | VAN | Dodge Van | ACTIVE |
| 233 | VEHICLE | UTILITY | Dodge Truck | ACTIVE |
| 232 | TRAILER | HAULER | Crosley Trailer | ACTIVE |
| 231 | TRAILER | HAULER | Crosley Trailer | ACTIVE |
| 230 | TRAILER | HAULER | Crosley Dual Axle Trailer | ACTIVE |
| 229 | TRAILER | PERSONAL | Jet Ski Trailer | ACTIVE |
| 228 | EQUIPMENT | FORKLIFT | Clark Forklift | ACTIVE |
| 226 | VEHICLE | PICKUP | Chevy Truck | ACTIVE |
| 222 | VEHICLE | FLAT BED | Chevy Pickup Truck | ACTIVE |
| 219 | TRAILER | HAULER | Center Trailer | ACTIVE |
| 218 | EQUIPMENT | EXCAVATOR | Caterpillar Mini Excavator | ACTIVE |
| 217 | EQUIPMENT | LULL | Caterpillar Forklift | ACTIVE |
| 216 | EQUIPMENT | EXCAVATOR | Caterpillar Excavator | ACTIVE |
| 215 | EQUIPMENT | EXCAVATOR | Caterpillar Excavator 328D | ACTIVE |
| 214 | EQUIPMENT | SKID STEER | Track Skid Loader | ACTIVE |
| 213 | EQUIPMENT | TERRAIN | Golf Cart | ACTIVE |
| 211 | EQUIPMENT | COMPACTOR | Bomag Reversible Plate Tamper | ACTIVE |
| 210 | EQUIPMENT | COMPACTOR | Bomag Reversible Plate Tamper | ACTIVE |
| 209 | EQUIPMENT | SKID STEER | Bobcat Skid Steer Loader | ACTIVE |
| 208 | EQUIPMENT | EXCAVATOR | Bobcat Mini Excavator | ACTIVE |
| 207 | EQUIPMENT | EXCAVATOR | Bobcat Compact Excavator | ACTIVE |
| 206 | TRAILER | HAULER | Blastoff Trailer | ACTIVE |
| 205 | TRAILER | HAULER | Better Built Trailer | ACTIVE |
| 204 | EQUIPMENT | ASPHALT | John Deere Asphalt Zipper on Trailer | ACTIVE |
| 203 | TRAILER | HAULER | Sand Blaster | ACTIVE |

SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|
| NONE | | | | | |

(Signed) _____
Chase Rogers, Project Director

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The Village of Palm Springs, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Vacuum Pump Station No. 1 Improvements**," the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Palm Beach

Daniel Duke III, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of Hinterland Group Inc. (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Daniel Duke III, President

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Subscribed and sworn to before me
this 19 day of May, 20 21

_____
Notary Public Mayra C. Aguiar

Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

My commission expires 11/12/2021

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
HINTERLAND GROUP INC. (Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

_____
Authorized Signature
Chase Rogers, Project Director
05/19/2021
Date Signed

State of: Florida

County of: Palm Beach

Sworn to and subscribed before me this 19 day of May, 2021

Personally known or Produced Identification N/A
(Specify Type of Identification)

_____
Signature of Notary
Mayra C. Aguiar
My Commission Expires 11/12/2021

FLORIDA NOTARY ASSOCIATION SINCE 1976
Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority, personally appeared Chase Rogers, who, being by me first duly sworn, made the following statement:

1. The business address of Hinterland Group Inc.
(firm name of Bidder/Contractor)
is 2051 W. Blue Heron Blvd., Riviera Beach, FL>.

2. My relationship to Hinterland Group Inc.
(firm name of Bidder/Contractor)
is Project Director.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is_____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

Sworn to and subscribed to before me in the State and County first mentioned above on the 19 day of May, 2021.

_____
Notary Public
Mayra C. Aguiar

Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

(affix seal)

11/12/2021
_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Chase Rogers, on behalf of Hinterland Group Inc. (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By: _____
Name: Chase Rogers
Title: Project Director
Date: 05/19/2021

HINTERLAND GROUP INC. CORPORATE SEAL FLORIDA

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was sworn to (or affirmed) and subscribed before this 19 day of May, 20 21, by Chase Rogers, who is the Project Director of Hinterland Group Inc., who is personally known to me or who has produced N/A as identification.

NOTARY PUBLIC
Printed Name of Notary: Mayra C. Aguiar
My Commission expires: 11/12/2021

Mayra C. Aguiar
Notary Public
State of Florida
Comm# GG125233
Expires 11/12/2021

* PERSONAL & CONFIDENTIAL — NOT TO BE SHARED OR READ ALOUD

# HINTERLAND GROUP, INC.

## FINANCIAL STATEMENTS

## DECEMBER 31, 2020

Berkowitz Pollack Brant Advisors +CPAs

Berkowitz Pollack Brant Advisors +CPAs

# INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Stockholder of
Hinterland Group, Inc.

We have reviewed the accompanying financial statements of Hinterland Group Inc., which comprise the balance sheet as of December 31, 2020, and the related statements of income and retained earnings, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of company management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

**Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement whether due to fraud or error.

**Accountant's Responsibility**

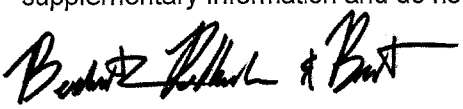
Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

**Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

**Supplementary Information**

The supplementary information included in the Schedule of Uncompleted Contracts and the Schedule of Completed Contracts is presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from, and relates directly to, the underlying accounting and other records used to prepare the financial statements. The supplementary information has been subjected to the review procedures applied in our review of the consolidated and combined financial statements. We are not aware of any material modifications that should be made to the supplementary information. We have not audited the supplementary information and do not express an opinion on such information.



West Palm Beach, Florida
April 27, 2021

HINTERLAND GROUP, INC.

BALANCE SHEET

December 31, 2020

| | | |
|---|---|---|
| ASSETS | | |
| CURRENT ASSETS: | | |
| Cash | $ | 935,468 |
| Contracts receivables | | 7,916,970 |
| Contract assets | | 2,578,020 |
| Due from related parties | | 2,626,989 |
| Other current assets | | 653,217 |
| TOTAL CURRENT ASSETS | | 14,710,664 |
| PROPERTY AND EQUIPMENT, net | | 5,118,429 |
| TOTAL ASSETS | $ | 19,829,093 |
| LIABILITIES AND STOCKHOLDER'S EQUITY | | |
| CURRENT LIABILITIES: | | |
| Accounts payable and accrued expenses | $ | 5,112,353 |
| Contract liabilities | | 256,485 |
| Line of credit | | 200,000 |
| Current maturities of long-term debt | | 2,352,358 |
| Current maturities of capital lease obligations | | 213,256 |
| TOTAL CURRENT LIABILITIES | | 8,134,452 |
| LONG-TERM DEBT, net of current portion | | 1,176,867 |
| CAPITAL LEASE OBLIGATIONS, net of current maturities | | 134,550 |
| TOTAL LIABILITIES | | 9,445,869 |
| COMMITMENTS AND CONTINGENCIES | | |
| STOCKHOLDER'S EQUITY | | |
| Common stock, $1 par value; | | |
| 100 shares authorized, issued, and outstanding | | 100 |
| Additional paid-in capital | | 450,000 |
| Retained earnings | | 9,933,124 |
| TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY | $ | 19,829,093 |

See accompanying independent accountant's review report and notes to the financial statements.

HINTERLAND GROUP, INC.

STATEMENT OF INCOME AND RETAINED EARNINGS

For The Year Ended December 31, 2020

| | |
|---|---|
| REVENUES | $ 37,110,491 |
| COST OF REVENUES | 29,519,089 |
| GROSS PROFIT | 7,591,402 |
| SELLING, GENERAL AND ADMINISTRATIVE EXPENSES | 6,748,689 |
| INCOME FROM OPERATIONS | 842,713 |
| OTHER INCOME (EXPENSE): | |
| Interest income | 6,682 |
| Interest expense | (144,492) |
| Gain on disposal of equipment | 20,850 |
| Other income | 65,354 |
| TOTAL OTHER EXPENSE, net | (51,606) |
| NET INCOME | 791,107 |
| RETAINED EARNINGS, at beginning of year | 10,501,809 |
| STOCKHOLDER DISTRIBUTIONS | (1,359,792) |
| RETAINED EARNINGS, at end of year | $ 9,933,124 |

See accompanying independent accountant's review report and notes to the financial statements.

HINTERLAND GROUP, INC.

STATEMENT OF CASH FLOWS

For The Year Ended December 31, 2020

| | |
|---|---|
| CASH FLOWS FROM OPERATING ACTIVITIES: | |
| Net income | $ 791,107 |
| Adjustments to reconcile net income | |
| to net cash provided by operating activities: | |
| Depreciation | 1,864,986 |
| Gain on disposal of equipment | (20,850) |
| Changes in operating assets and liabilities: | |
| Contracts receivable | (1,476,352) |
| Contract assets and liabilities | (380,051) |
| Other current assets | (534,997) |
| Accounts payable and accrued expenses | 1,935,978 |
| NET CASH PROVIDED BY OPERATING ACTIVITIES: | 2,179,821 |
| CASH FLOWS FROM INVESTING ACTIVITIES: | |
| Purchase of property and equipment | (491,387) |
| Proceeds from sale of property and equipment | 36,087 |
| Advances to related parties | (856,768) |
| NET CASH USED IN INVESTING ACTIVITIES: | (1,312,068) |
| CASH FLOWS FROM FINANCING ACTIVITIES: | |
| Proceeds from long-term borrowings | 1,861,500 |
| Drawdown on line of credit | 200,000 |
| Principal repayment of debt | (1,605,580) |
| Principal repayment of capital lease obligations | (214,108) |
| Repayment of loan to stockholder | (860,000) |
| Stockholder distributions | (1,359,792) |
| NET CASH USED IN FINANCING ACTIVITIES: | (1,977,980) |
| NET CHANGE IN CASH | (1,110,227) |
| CASH - BEGINNING OF YEAR | 2,045,695 |
| CASH - END OF YEAR | $ 935,468 |
| SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION | |
| Cash paid during the year for interest | $ 144,492 |
| NON-CASH INVESTING AND FINANCING ACTIVITY | |
| Equipment financed with loans | $ 469,000 |
| Equipment financed with capital leases | $ 45,475 |

See accompanying independent accountant's review report and notes to the financial statements.

# Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

## VACUUM PUMP STATION NO. 1 IMPROVEMENTS

## Addendum No. 1

## May 11, 2021

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**BIDS DUE: 2:00 PM, Local Time, May 19, 2021**

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TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **VACUUM PUMP STATION NO. 1 IMPROVEMENTS** project, fully and completely as if the same were fully set forth herein.

**IN THE PLANS**

1. None

**IN THE SPECIFICATIONS**

1. None

Receipt acknowledged and conditions agreed to the 19 day of May, 2021.

Hinterland Group Inc.
Bidder

By Chase Rogers, Project Director

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

**Locations: Palm Beach – Cocoa – Stuart**

# COMPANY QUALIFICATION & CERTIFICATION PACKAGE




WWW.HINTERLANDGROUP.COM

## CORPORATE OFFICE:

**2051 W Blue Heron Blvd, Riviera Beach, FL 33404**
**561-640-3403 PH**
**561-640-3504 FX**



**INFO@HINTERLANDGROUP.COM**

# COMPANY QUALIFICATION & CERTIFICATION PACKAGE

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HINTERLAND GROUP INC.

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
www.hinterlandgroup.com
561-640-3503

# CORPORATE RESUME

## DANIEL A. DUKE, III

### President

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

## DANIEL A. DUKE, JR.

### Operations

Daniel has Twenty-Seven years of direct experience including various wastewater lift station installations, gravity and force main sewer installations. He provides direct daily supervision of superintendents and skilled labor, management of project schedules, asset management and logistics for entire company personnel and equipment fleet.

## CHARLES BREIG

### Electrical Contractor

Charles has over 40 years of commercial electrical experience through out the state of Florida. He currently holds a Florida Electrical Contractors License (EC13003615). Charles joined the HGI team in June 2006.

## JAY B. BREIG

### Project Manager/Operations

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

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## CORPORATE RESUME (CONT.)

### CHASE R. ROGERS, E.I.

**Estimating Manager, Engineer**

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

### MIKE CARTER

**Electrical Project Manager**

Mike has over 28 years in all aspects of the electrical industry including; commercial, residential, service, maintenance, generator installation and servicing and Industrial including water and waster water treatment plants. Mike is a Master Electrician and a Journeymen. His is responsible for overseeing all electrical projects, the estimating of electrical projects, and assisting project managers. Mike joined the HGI team in 2018.

### BRETT KONCHAK

**CIPP Project Manager**

Brett has over 5 years in direct development of multiple land use projects in Florida, including various gravity and force main CIPP sanitary and storm sewer installations. He provides direct daily supervision of CIPP project scheduling, superintendents and skilled labor. Brett joined the HGI team in February 2015.

# DANIEL A. DUKE III

*President/Founder*

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
dduke1@hinterlandgroup.com
561-640-3503

## PERSONAL PROFILE

Daniel began his career working on land development projects with his father, and came to realize his passion for the underground industry. In 2006 Daniel III and His father, Daniel Jr, decided to dive into the underground industry full bore and started Hinterland Group out of a small office space in Cocoa, FL. Daniel and his father served as the field crew through the first few years as Hinterland Group developed. Through Hard work and dedication to the best final product possible and customer satisfaction the company has grown exponentially over the years. Daniel has worked on projects of every nature related to the underground industry over the years, including all facets of water, waste water and storm water. Daniel remains a key role player at Hinterland Group and stays involved with all the daily operations. His oversight with all the projects ensures that the final product and customer that HG was built on continue to carry on through every project the company completes.

## QUALIFICATIONS

- Florida General Contractor's License (CGC1520354)
- Florida Certified Building Contractor's License (CBC1255077)
- Certified Underground and Excavation Contractor License (CUC1224634)

## PROJECT RELATED BACKGROUND

### ORANGE COUNTY EWRF IN PLANT PUMP STATION REPLACEMENT

**Project Owner:** Orange County
**Project Value:** $1,323,642.00
**Project Location:** Orlando, FL
**Role:** Project Manager

The Process 395 North In-Plant Pump Station Replacement. Furnishing and installation of a new triplex pumps station with three (3) 47 HP Flygt or ABS submersible pumps. Installation of a new 12 feet diameter wet well structure. Furnishing and Installation of the above ground flanged piping manifold with appurtenances. Installation of a new sanitary sewer manhole and 65 linear feet of 16" DIP force main and 48 linear feet of 24" PVC SDR 2.6 gravity sewer. The conversion of the existing pump station wet well into gravity sewer manhole. Demolition of existing valve vault and existing force main.

### NORTH PALM BEACH EARMAN RIVER TRANSFER PUMP STATION

**Project Owner:** Village of North Palm Beach
**Project Value:** $346,680.00
**Project Location:** North Palm Beach, FL
**Role:** Project Manager

Installation of a water detection switch in the main mops pump station to confirm that there is water in the wet well.

### PALM BEACH COUNTY GATOR BLVD WATERMAIN EXTENSION

**Project Owner:** Palm Beach County
**Project Value:** $792,003.00
**Project Location:** Belle Glade, FL
**Role:** Project Manager

Installation of approximately 4,000 Linear Feet of 12" water main on Gator Blvd from E Sugarhouse Road to Duda Road in Belle Glade and included fire hydrants, appurtenances, fittings and all necessary connections to provide a complete and functional water system.

# CHASE R. ROGERS, E.I.

*Estimating Manager/Project Director*

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
crogers@hinterlandgroup.com
561-640-3503

## PERSONAL PROFILE:

Chase has been with the HG team since 2008, in its very early stages. Prior to working at HG Chase had spent several years in the construction industry working for both residential contractors and an industrial electrical contractor. Chase began his career at HG halfway through his collegiate career as a field staff member working on lift station rehabilitation. Since then he has played many roles in the company both in the field and eventually into the office. Chase obtained his Bachelor's degree in civil engineering from the University of Central Florida, before making the transition into the office and has since become a key staff member for HG. He covered the role of Estimator and Project Manager for many years as HG expanded its scope of services and coverage area. As the need for more management grew Chase has fallen into a managerial role for the company, overseeing the estimating and contract procurement departments and helping to coordinate scheduling and crews with the project management team. Chase has worked on all facets of the underground industry over the years from Stormwater and drainage projects, to large pipeline projects, water and waste water treatment plants, and every type of lift station project imaginable.

## QUALIFICATIONS:

- Bachelor's Degree in Civil Engineering from University of Central Florida
- Engineering Intern, E.I.
- Member of ASCE
- OSHA Confined Space Training
- Intermediate MOT certification

## PROJECT RELATED BACKGROUND

### STRUCTURAL REPAIR OF THE FLOW EQUALIZATION BASIN AT ECR

**Project Owner:** City of West Palm Beach
**Project Value:** $528, 587.00
**Project Location:** West Palm Beach, FL
**Role:** On Site Foreman

Complete rehabilitation of the flow equalization basin at the City of West Palm Beach East Central Regional Water Reclamation Facility. Dewatering and cleaning/removal of all silt and sediment from the EQ basin, leak stopping throughout, repairs to damaged and spalling concrete and replacement of piping for the EQ basin floor pumps.

### PUMP REPLACEMENT FOR THE RAW WATER BOOSTER PUMP STATION

**Project Owner:** Collier County
**Project Value:** $653,400.00
**Project Location:** Naples, FL
**Role:** Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

### CUDJOE INNER ISLANDS - MASTER PUMPING STATIONS

**Project Owner:** Florida Keys Aqueduct Authority
**Project Value:** $2,313,374.00
**Project Location:** Cudjoe Key, FL
**Role:** Project Manager

Removal and Replacement of four 300HP split case pumps and their associated VFD drives. All 18" and 24" piping and valves were replaced to accommodate the new pumps.

# JAY B. BREIG

*Construction Operations Manager*

2051 W. Blue Heron Blvd.
Riviera Beach, FL 33404
jbreig@hinterlandgroup.com
561-640-3503

## PERSONAL PROFILE

Jay began working in the waste water industry in 2004 for a clarifier rehabilitation company, and then a full service underground utility company in 2006. He then joined the HG team in early 2008, and since then has been a huge contributing factor to the growth of HG as a company. Jay brought a wealth knowledge of the water and waste water industry to the company and allowed HG to broaden its capabilities as an underground contractor. Jay served as a lead foreman for many years on all of the company's largest and most difficult projects ranging from lift station installs to master pumping stations and neighborhood revitalization projects before moving into a management position. Jay now oversees the construction operations for HG by scheduling all crews, coordinating project startups with project managers, arranging equipment deliveries, communicating daily with crew foreman and superintendents and making sure that all jobs are completed properly, on time and under budget.

## QUALIFICATIONS

- OSHA Confined Space Training
- Advanced MOT Certification
- Crane and Rigging Certification

## PROJECT RELATED BACKGROUND

### CITY OF WESTON INDIAN TRACE LIFT STATION REHABILITATION

**Project Owner:** The City of Weston
**Project Value:** $689,531.00
**Project Location:** The City of Weston, FL
**Role:** Project Manager

This project consisted of the refurbishing, repair, and, replacement of concrete, and metal lift station components along with site related improvements for over 30 Lift Stations in the City of Weston, Florida.

### PALM BEACH COUNTY WATER UTILITIES DISTRICT ZONE 1 WATERMAIN IMPROVEMENTS

**Project Owner:** Palm Beach County WUD
**Project Value:** $1,121,551.20
**Project Location:** Belle Glades, FL
**Role:** Project Manager

Improvement and replacement of approximately 2,500 LF of WM and relocation of services from the rear to front of homes.

### CLIFF CREEK STORMWATER QUALITY RETROFIT

**Project Owner:** City of Melbourne
**Project Value:** $715,290.00
**Project Location:** City of Melbourne, FL
**Role:** Project Manager

The largest baffle box East of the Mississippi for the City of Melbourne, Fl. As part of the "Cleaning Our Lagoon Program." The project included installing a 24' x 30' x 12' deep baffle box structure, 7" x 5" box culvert, corresponding endwalls and canal revetment.

MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

---

Minutes of Special Meting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd. Riviera Beach, FL 33404 on this 26th day of August, 2019

The President called the meeting to consider the following business: The authorization of Chase Rogers and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers and Danny Duke, Jr., have the authority to sign all documents as stated above.

There being no further business, the meeting was adjourned.

Dated 8/26/19

Daniel Duke III – President

Hinterland Group Inc.

HINTERLAND GROUP, INC. CORPORATE SEAL FLORIDA

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8/26/19, by Daniel Duke III

Emily Meng

Notary Public

Printed Name: Emily Meng

My Commission Expires: 07/19/2022

EMILY MENG
State of Florida-Notary Public
Commission # GG 240228
My Commission Expires
July 19, 2022

# *State of Florida*
# *Department of State*

I certify from the records of this office that HINTERLAND GROUP INC. is a corporation organized under the laws of the State of Florida, filed on June 26, 2006.

The document number of this corporation is P06000086423.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on March 2, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

***Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Third day of March, 2020***




***Secretary of State***

**Tracking Number: 4322292258CU**

**To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.**

**https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication**

DIVISION OF CORPORATIONS






# Detail by Entity Name

Florida Profit Corporation
HINTERLAND GROUP INC.

**Filing Information**

| | |
|---|---|
| **Document Number** | P06000086423 |
| **FEI/EIN Number** | 20-5156844 |
| **Date Filed** | 06/26/2006 |
| **State** | FL |
| **Status** | ACTIVE |

**Principal Address**

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

**Mailing Address**

2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FL 33404

Changed: 04/30/2018

**Registered Agent Name & Address**

Wynne, Ryan J, Esq.
1015 W Indiantown Road
Suite 101-A
Jupiter, FL 33458

Name Changed: 02/13/2019

Address Changed: 02/13/2019

**Officer/Director Detail**

**Name & Address**

Title PSTD

DUKE, DANIEL A, III
992 W. 15TH STREET
RIVIERA BEACH, FL 33404

**Annual Reports**

| Report Year | Filed Date |
|---|---|
| 2019 | 02/01/2019 |
| 2019 | 02/13/2019 |
| 2020 | 03/02/2020 |

**Document Images**

| | |
|---|---|
| 03/02/2020 -- ANNUAL REPORT | View image in PDF format |
| 02/13/2019 -- AMENDED ANNUAL REPORT | View image in PDF format |
| 02/01/2019 -- ANNUAL REPORT | View image in PDF format |
| 04/30/2018 -- Reg. Agent Change | View image in PDF format |
| 01/16/2018 -- ANNUAL REPORT | View image in PDF format |
| 04/12/2017 -- ANNUAL REPORT | View image in PDF format |
| 01/28/2016 -- ANNUAL REPORT | View image in PDF format |
| 11/20/2015 -- Reg. Agent Change | View image in PDF format |
| 01/23/2015 -- ANNUAL REPORT | View image in PDF format |
| 01/10/2014 -- ANNUAL REPORT | View image in PDF format |
| 04/11/2013 -- ANNUAL REPORT | View image in PDF format |
| 04/09/2013 -- Reg. Agent Change | View image in PDF format |
| 04/19/2012 -- ANNUAL REPORT | View image in PDF format |
| 02/17/2011 -- ANNUAL REPORT | View image in PDF format |
| 02/15/2010 -- ANNUAL REPORT | View image in PDF format |
| 04/16/2009 -- ANNUAL REPORT | View image in PDF format |
| 01/20/2008 -- ANNUAL REPORT | View image in PDF format |
| 01/09/2007 -- ANNUAL REPORT | View image in PDF format |
| 06/26/2006 -- Domestic Profit | View image in PDF format |

Florida Department of State, Division of Corporations

E-Verify

Welcome
Brenda Barrivaldi

MENU

## Company Information

**Company Name**
Hinterland Group, Inc.

**Company ID Number**
1579646

**Doing Business As (DBA) Name**
--

**DUNS Number**
--

### Physical Location

**Address 1**
2051 W Blue Heron Blvd

**Address 2**
--

**City**
Riviera Beach

**State**
FL

**Zip Code**
33404

**County**
PALM BEACH

### Mailing Address

**Address 1**
--

**Address 2**
--

**City**
--

**State**
--

**Zip Code**

--

**Additional Information**

**Employer Identification Number**
205156844

**Total Number of Employees**
100 to 499

**Parent Organization**
--

**Administrator**
--

**Organization Designation**

**Employer Category**
None of these categories apply

View / Edit

**NAICS Code**
237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION

View / Edit

**Total Hiring Sites**
1

View / Edit

**Total Points of Contact**
2

View / Edit

**View Original MOU Template**

View MOU

Last Login: 08/24/2020 08:24 AM

U.S. Department of Homeland Security

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| South Shore Insurance Inc.<br>955 SE Central Parkway<br>Stuart FL 34994 | PHONE (A/C, No, Ext): (772) 426-9973 | FAX (A/C, No): (772) 872-5870 |
| | E-MAIL ADDRESS: | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Zurich American Insurance Company | 16535 |
| INSURER B : Travelers Property Casualty Company of Amer | 25674 |
| INSURER C : American Guarantee & Liability Insurance Co. | 26247 |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED
Hinterland Group Inc.
2051 West Blue Heron Blvd
Riviera Beach, FL 33404

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>X XCU Coverage Included<br>X Primary/Non Contributory<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[ ] OTHER: | x | x | GLO 4956332-01 | 01/31/2021 | 01/31/2022 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 300,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS<br>X HIRED AUTOS [X] NON-OWNED AUTOS<br>[ ] | x | x | BAP 4956334-01 | 01/31/2021 | 01/31/2022 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | ZUP81N2525921 | 01/31/2021 | 01/31/2022 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 2,000,000<br>$ 2,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | x | WC 4956333-01 | 01/31/2021 | 01/31/2022 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Inland Marine | | | CPP667426001 | 01/31/2021 | 01/31/2022 | Installation Floater<br>Rented/Leased Equi | $2,000,000<br>$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Should any of the above policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. Certificate Holder is as an additional insured on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. A Waiver of Subrogation is provided on blanket form only if required by written contract/agreement with the insured executed prior to injury or damage. Coverage is primary/noncontributory when required by written contract agreement.

**CERTIFICATE HOLDER**

FOR BIDDING PURPOSES ONLY

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jennie Janman <JNL>

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Orlando Regional Bond Department

May 29, 2020

**RE: Hinterland Group, Inc.**

To Whom It May Concern:

The Hartford, through its operating entities, will favorably consider surety bonds to Hinterland Group, Inc. for projects up to $20,000,000 single and $100,000,000 aggregate. Our experience with Hinterland Group, Inc. has been excellent, and we highly recommend them to you.

Hartford's decision to issue any bond is conditioned upon acceptable review of contract terms, contract amount, bond forms, and financing for each project as well as other pertinent underwriting information at the time of the request.

Please understand that any arrangement for any bonds is a matter between Hinterland Group, Inc. and Hartford Accident and Indemnity Company and we assume no liability to third parties or you if, for any reason, we do not issue requested bonds.

Hartford Accident and Indemnity Company is licensed and qualified to operate in the State of Florida and listed with the U.S. Department of Treasury Federal Register with an underwriting limitation of $195,865,000, and has an AM Best Rating of A+.

This letter will expire on April 30, 2021.

Very Truly Yours,

Timothy M. Holicky
The Hartford

**The Hartford**
200 Colonial Center Pkwy, Suite 500
Lake Mary, FL 32746
orlandobond@thehartford.com
(407) 562-3491

Ron DeSantis, Governor

Halsey Beshears, Secretary

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

**LICENSE NUMBER: CGC1520354**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## DUKE, DANIEL AMOS III

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

**LICENSE NUMBER: CUC1224634**

**EXPIRATION DATE: AUGUST 31, 2022**

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Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

# STATE OF FLORIDA
# DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

## ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**BREIG, CHARLES J**

HINTERLAND GROUP INC
7161 NW 74TH STREET
MEDLEY FL 33166

**LICENSE NUMBER: EC13003615**

**EXPIRATION DATE: AUGUST 31, 2022**

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
*Serving Palm Beach County*
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| 23-0153 BUILDING CONTRACTOR | DUKE DANIEL AMOS III | CBC1255077 | B20.531621 - 07/14/20 | $99.00 | B40171103 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2018108321**
**EXPIRES: SEPTEMBER 30, 2021**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2446

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
*Serving Palm Beach County*
Serving *you.*

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| 23-0051 GENERAL CONTRACTOR | DUKE DANIEL AMOS III | CGC1520354 | B20.531569 - 07/14/20 | $99.00 | B40156237 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 2015082364**
**EXPIRES: SEPTEMBER 30, 2021**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

8
6 - 2445

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

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****LOCATED AT****
2051 W BLUE HERON BLVD
RIVIERA BEACH, FL 33404

| TYPE OF BUSINESS | OWNER | CERTIFICATION # | RECEIPT #/DATE PAID | AMT PAID | BILL # |
|---|---|---|---|---|---|
| 23-0097 UNDERGROUND UTILITY & EXCAVATION | DUKE DANIEL AMOS III | CUC1224634 | B20.531393 - 07/14/20 | $27.50 | B40140406 |

This document is valid only when receipted by the Tax Collector's Office.

**STATE OF FLORIDA**
**PALM BEACH COUNTY**
**2020/2021 LOCAL BUSINESS TAX RECEIPT**

**LBTR Number: 201139576**
**EXPIRES: SEPTEMBER 30, 2021**

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

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6 - 2443

HINTERLAND GROUP INC
HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404-5003

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
TRANSPORTATION/DISTRB TRUCKS

HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

2051 Blue Heron Blvd W
HINTERLAND GROUP INC

Issued:
Vendor: 12988.1
BUSINESS/ADMINISTRATION OFC
GENERAL CONTRCTOR
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HINTERLAND GROUP INC
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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2020 to September 30, 2021

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HINTERLAND GROUP INC
990 W 15TH ST
RIVIERA BEACH FL 33404

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AT YOUR PLACE OF BUSINESS

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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1
8611-BUSINESS OFFICE
9412-NUMBER OF VEHICLES

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
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CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
BUSINESS TAX RECEIPT

Permit Year October 01, 2019 to September 30, 2020

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HINTERLAND GROUP INC
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RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

VOID VOID VOID VOID

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

CITY OF RIVIERA BEACH
600 W BLUE HERON BLVD
RIVIERA BEACH FL 33404
CERTIFICATE OF USE

Permit Year October 01, 2019 to September 30, 2020

992 W 15th St
HINTERLAND GROUP INC

Issued:
Vendor: 10944.1

HINTERLAND GROUP INC
2051 W BLUE HERON BLVD
RIVIERA BEACH FL 33404

MUST BE POSTED CONSPICUOUSLY
AT YOUR PLACE OF BUSINESS

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

June 1, 2020

HINTERLAND GROUP, INC
2051 WEST BLUE HERON BOULEVARD
RIVIERA BEACH, FLORIDA 33404

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due **4/30/2021**.

**In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.**

**If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/**

**Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.**

**FDOT APPROVED WORK CLASSES:**
DRAINAGE, ELECTRICAL WORK, Water & Wastewater, Manhole Rehabilitation, Lift Stations, Pipe Lining & Pipe Desilting.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| LS 8220 Gravity Sewer Pipe | To install specialized 18" liner to fit the existing 20" casting prior to replacing the existing 8" gravity sewer main | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6247 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 99,715.53 | Mar-18 | Aug-18 |
| Wellfield System 9 | Rehabilitation of gravity sewer line segments in lift station networks and various terminal manhole to wet well segments, includes inspections and applicable required rehab | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6247 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,880,369.37 | May-18 | May-19 |
| Lift Station 244 Gravity Sewer Rehab Project | rehabilitation of gravity sewer line segments in the following lift station networks | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6247 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 30,088.75 | Sep-18 | Feb-19 |
| LS4101 | Construction services including rehabilitation fo gravity sewer lining inside lift station network; lift station 244 | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6247 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,062,018.68 | Feb-19 | Feb-20 |
| Mangole and Gravity Sewer Pipe Repair in Front of 6185 Winding Brooke Way, Delray Beach | Approval of utility work authorized under Work Directive Number 1 to front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site Wastewater Lines and Manhole Rehabilitation issued on May 21, 2019 to furnish and install all materials necessary to repair/rehabilitate an existing manhole and 8" gravity pipe in front of 6185 Winding Brooke Way in Delray Beach including all associated appurtenances and site restoration in accordance with the governing regulations. | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6247 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 83,082.53 | Aug-19 | Sep-19 |
| MLK Blvd Water and Force Main Replacement | Replacing water and force main piping under Dr Martin Luther King Jr Blvd using directional drilling methods and tying back in to the existing mains on either side of the road | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 324,736.43 | Aug-17 | Nov-17 |
| Colony Water Main Extension South | Installation of approximately 760 LF of 8" water main | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 113,277.28 | Apr-17 | Jun-17 |
| Gator Blvd Water Main | Furnish and install all materials for a 12" water main extension on Gator Blvd from E Sugarhouse Rd. to Duda Rd. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 792,003.03 | Nov-17 | Apr-18 |
| Emergency Repair at E 1st Street | Emergency repair of 6' water main | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 88,720.93 | Jul-17 | Feb-17 |
| Military Trail Appaloosa St. to Wadita-Ka Way Water Main Replacement | furnish and install all materials necessary to complete the 8in Water Main Replacement | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 108,234.78 | Sep-17 | Mar-18 |
| Priority Aerial Canal Crossing | (4) aerial canal crossing to be rehabilitated include: Two (2) crossings, 12-inch water main and 20-inch wastewater force main at Lake Worth Drainage District (LWDD) L14 Canal and Ohio Road, two (2) crossings, 8-inch water main and 10-inch wastewater force main at LWDD L-10 Canal and Sherwood Forest Boulevard, two (2) crossings at LWDD L14 Canal and Military Trail, and one (1) crossing at LWDD L2 Canal and Bridgeman Drive | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 765,220.20 | Jan-18 | May-18 |
| Belle Glade Water Svs Zone 1 | Installing raw water mains, potable water mains, fire hydrants, water services lines, wastewater force mains, reclaimed water mains and all associated appurtenances. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,389,257.38 | Feb-18 | Apr-19 |
| Water Main Improvements Site 8 - North Congress Ave and L2 Canal | Installation of approximately 140' of DIP water main | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 54,503.10 | Aug-17 | Nov-17 |
| Pahokee PBC Airport & PEEHokey | Furnish and install all materials necessary to complete the FH Replacement at Pahokee PCB Airport & PEE Hokey Dr FH Replacement | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 88,716.40 | Dec-17 | May-18 |
| Lift Station #8105 | Force Main Improvements to Lift Station 8105 Project (Project) which includes but is not limited to furnish material, labor supervision, equipment, supplies, fees, expertise, and services necessary to fully complete work in accordance with the Construction Documents and governing regulations. This work includes constructing approximately 350-linear feet of 6-inch poly vinyl chloride (PVC) force main from lift station 8105 by heading east through the City of Belle Glades Right of Way (ROW), north to Avenue L through an existing easement, and west to a proposed man hole. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 143,976.17 | Mar-18 | Aug-18 |
| CD01- Water Main Improvements Zones 2,3 & 4 | The construction scope of services as described herein; which includes approximately 5,500 LF of new C-900 and DIP water main in varying sizes from 4" to 12" with values, associated appurtenances and site restoration. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,264,998.80 | Jan-19 | Aug-19 |
| Water Main Stubouts and Fire Hydrant Installations along 60th Pl N (10th Ave to 180th Ave N.) | Installation of various stub outs and fire hydrants on the water main along a maintenance road on the north side of M Canal, 61st St. N, 60th Pl N and 180th Ave N. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 401,253.98 | Oct-19 | |
| Installation of Water Services Along 60th PL N and 61st St N | Installation of two stub outs with fire hydrants and water services along 60th PL N and 61st St N. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 43,130.30 | Aug-19 | Sep-19 |
| Fire Hydrant Relocation on Chickasaw Rd | Furnish and installation of new fire hydrant and appurtenances includes but not limited to piping valves and site restoration on Chickasaw Road | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 33,885.03 | May-19 | Jun-19 |
| Barfield Highway from Pelican River to East 7th St. Pahokee; Water Main Replacement | Installation of approximately 1,300 linear feet of 8-inch water main via directional drill and open cut method, seven (7) water services and miscellaneous stub outs and connections along East 7th St in Pahokee. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 262,482.02 | Oct-19 | Apr-20 |
| Priority Aerial Canal Crossing, Phase 2 | Improvements to aerial crossings at eight (8) locations throughout Palm Beach County. Improvements at seven locations will include removal and replacement of water main and force main piping of various sizes pipe cap restoration, air release valves, fan guards, canal bank revetment and rip rap installation. One location will receive a new complete aerial crossing with new piling and pile caps. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,819,104.20 | Oct-18 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Water Main Replacement within Sandpiper Avenue, Meadowlark Drive and Oriole Court | Construction services including but not limited to replacement of approximately 7,600 linear feet of existing 6-inch and 8-inch water main along Sandpiper Avenue, Meadowlark Drive and Oriole Court (Royal Palm Beach); replacement of approximately 169 water services; installation of new fire hydrants and improvement of fire protection, as well as site restoration | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,754,414.58 | Jan-20 | |
| Utility Relocations for Belle Glade Citywide Sidewalk Improvements | Construction services including but not limited to relocation of approximately 360 linear feet of existing 4-inch and 6-inch water main along NE 1st St. and NW 2nd St. in Belle Glade; relocation of approximately 10 water services in conflict with the sidewalk improvements project proposed by the City of Belle Glade | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 160,937.95 | Aug-19 | |
| Utility Relocations for Belle Glade Citywide Sidewalk Improvements | Construction services for the installation of water main, water services and water meters. Service also includes new water service pipe to connect to the existing water meter, the replacement of sewer later piping, and the relocation of existing water main ranging in size from 2-inch to 6-inch | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 625,761.75 | Oct-19 | |
| Loxahatchee Groves Park Lit Station and Force Main | The installation of approximately 170 liner feet of 4-inch force main via directional drill under the west-bound lanes of Southern Blvd (SR 80), west of F Road. The FDOT is working on the widening of Southern Blvd and the pipe installation within the road ROW must be finished before the road widening can be completed. The installation of the force main pipe is necessary for the connection to the existing building in the Loxahatchee Groves Park. The work also includes the connection to an existing 6-inch force main under the median. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 38,824.55 | Oct-19 | |
| Utility Relocations along Hamlin Blvd; Indian Trail Culvert Improvements | The deflection of an existing 12-inch water main and an 8-inch force main in conflict with a new 36" culvert at 4 (4) different Locations along Hamlin Blvd. Indian Trail Improvements District is upsizing and lowering the existing canal culverts & lowering prior the culvert installation in order to avoid a utility conflict with the District project. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 242,699.20 | NTP Pending | |
| 12-inch Force Main on Sandalfood Blvd | Installation of approximately 1,000 linear feet of 12-inch force main along the north side of Sandalfoot, from LWDD Canal E-1 to east of SW 66th Ave, Boca Raton. The new force main will parallel and existing 8-inch force main is over capacity, especially in wet weather connecting an existing force on the east side of LWDD Canal E-1 canal crossing and force main north of Lift Station #0981 | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 238,215.60 | NTP Pending | |
| Florida Turnpike (SR91) at Atlantic Ave. Toll Facility Conversion | The removal of approximately 600 LF of existing 4-inch sanitary forcee main, 400 LF of 6-inch Ductile Iron Pipe (DIP) water main, and 500 linear feet of 8-inch water main. The removal of two (2) fire hydrants, one (1) 1-1/2 inch water meter and two (2) back flow preventers. The relocation of one (1) fire hydrant | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 165,091.88 | NTP Pending | |
| System II/III Generator | Remove and replace Plant's existing 750 KW rated Detroit Diesel engine generator set No. 2 currently being utilized in a standby paralleling generator system at the Plant operating in parallel with an existing Caterpillar manufactured 750 KW standby power rated engine generator set. Remove and replace the Plant's existing ASCO generator synchronizing and paralleling control switchboard with a new two (2) generator synchronizing and paralleling control switchgear system that shall be control designed to operate each generator set independently of each other and to also be able to automatically start, synchronize and parallel both the new and the existing 750 KW diesel engine generator sets upon start initiation of an automatic sequence for both automatic and manual use for the transfer of electrical power to the connected Facility loads, including all related systems and accessories for a complete working installation in place. Test and demonstrate all equipment performs properly | Town of Davie | Don Bayler | (954) 327-3741 | don_bayler@davie-fl.gov | 6591 Orange Drive, Davie, Florida, 33314 | $ 1,011,686.85 | Apr-18 | Jul-19 |
| Lift Station No. 83 Lift Station Improvements & LS #10 Electrical Improvements | Bypass of all flow to wet well, inspection of pipeline and cleaning to determine if line able, replacement of 16" piping if it cannot be lined | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 291,070.00 | Feb-16 | Jul-16 |
| Lift Station 73 Palm Beach Lakes Blvd 8" Force Main Rehab | Bypass of all flow during sanitary sewer pipe repair, cleaning/lining of approximately 460 LF of 8" Sanitary Force Main Sewer Piping w/ Connections; restoration of roadway, curb and sod | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 125,678.00 | Feb-16 | Jul-16 |
| Lift Station #5 Rehab | install concrete coating on interior wall surfaces and overhead slabs exposed to wastewater | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 270,342.00 | Jan-18 | On Going |
| Dry Can Ladder Rehabilitation/Replacement | Removal and replacement of the dry can ladders, up to 20 feet in height, at four dry can stations throughout the city. Installation of anti slip ladder rung covers at eight dry can lift stations to prevent slipping and injury on existing ladders which cannot be replaced. | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 27,190.00 | Aug-17 | Jan-18 |
| Lift Station 5 Rehabilitation and risers | Add 8' HDPE Risers (3) with new pump base to 14' HDPE/DIP Flange adapters | City of West Palm Beach | Jay Kwag | (561) 822-2100 | Ebonelli@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 22,251.00 | Sep-17 | Jan-18 |
| WO#7 - Lift Station 24 Rehab | Rehab of LS# 24 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating. | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 77,461.00 | Nov-17 | Mar-18 |
| Lift Station 91 Rehabilitation | Rehab of LS# 91 including bases, base plates, piping from base through the valve vault with installation of bypass pump out and wet well coating. | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 47,295.00 | Feb-18 | Jun-18 |
| Storm Pump Station - WPBPD | Replacement of 3 pumps in existing pump station | City of West Palm Beach | Joe Thompson | (561) 822-2100 | jthompson@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 62,283.00 | Aug-18 | On Going |
| WO #10 - LS 98 Rehab | Rehab of LS# 98 from the base plates through the FM connection, including a new true 3 valve bypass setup and wet well and valve vault coating | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 63,444.00 | May-18 | Sep-18 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| LS Nos. 114-123-125-132-148 | Lift Stations Rehabilitations Nos. 114,123,125,132, AND 148 Rehabilitation of lift 5 lift stations. cleaned and lined, new fillets will be installed, a new lid and hatch will be installed, and two new submersible pumps will be installed in each of the wet wells, along with new electrical and instrumentation panels and equipment. The pump discharge will be piped to a new valve and bypass vault and connected to the existing sanitary sewer force main. Additionally, new fences and other surface improvements will be provided at all lift stations | City of Sunrise | Jimsheng Huo | (954) 888-6049 | jhuo@sunrisefl.gov | 1560 Sawgrass Corporate Parkway, Ste 240, Sunrise, FL 33323 | $ 2,385,880.00 | Aug-18 | On Going |
| Lift Station Rehabilitation A | Lift Station Rehabilitation; install the polyvinyl chloride (PVC) sewer pipe and fittings install, complete and ready for operation a duplex (or quadraplex) pumping station, including pumps, base elbows, guide rails and lifting cables, control panels and appurtenances | Palm Beach County WUD | Andre McBarnett | (561) 493-6104 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 5,051,500.00 | Jan-18 | On Going |
| Generator Replacement | Generator Replacement for Marigold, East brook, Winterpark Estates, Indian Hills And Monterey | South Seminole & North Orange County Wastewater Transmission Authority | Stefano Cerliana | (407) 628-3419 | sceriana@reisseng.com | 410 Lake Howell Rd. Maitland, FL 32751 | $ 1,365,900.00 | Aug-17 | Sep-17 |
| 915 NE 3rd Avenue | Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration | City of Fort Lauderdale | Francisco Rios | (954) 828-5807 | Frios@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 361,515.00 | Feb-18 | Jun-18 |
| 3318 SE 6th Avenue | Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration | City of Fort Lauderdale | Dronix Suarez | (954) 828-6982 | dsauarez@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 255,889.00 | Nov-17 | Mar-18 |
| NE 30th & Coral Shores Drive | Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration | City of Fort Lauderdale | Juan Carlos Samuel | (954) 828-6323 | jsamuel@forlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 92,640.00 | Jan-18 | Feb-18 |
| NW 21st Avenue - CCTV 54 inch | Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration | City of Fort Lauderdale | Juan Carlos Samuel | (954) 828-6323 | jsamuel@forlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 54,102.50 | Apr-18 | May-18 |
| Birch Road TO#5 | Installation of new storm drainage system, which consists of catch basins, French drain and asphalt restoration | City of Fort Lauderdale | Francisco Rios | (954) 828-5807 | Frios@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 58,504.00 | Jun-18 | Jun-18 |
| NE 9th Ave Drainage | Installation of new storm drainage system. | City of Fort Lauderdale | Dronix Suarez | (954) 828-6982 | dsauarez@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 210,640.00 | May-18 | On Going |
| Stormwater Improvements at 908 Guava Isle (Q332093) | Removal and replacement of two catch basins, pipe replacement and pipe lining at 908 Guava Isla in order to alleviate flooding in the area. Construction to be completed 7 weeks after NTP | City of Fort Lauderdale | Juan Carlos Samuel | (954) 828-6323 | jsamuel@forlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 95,750.00 | Jul-19 | Mar-19 |
| 18 Compass Lane Stormwater Improvements | Removal and Replacement of and existing catch basin, replacement of approximately 42 LF of 12-inch RCP, CCTV of the full 12-inch RCP line, and all restoration. Construction to be completed 120 days after NTP | City of Fort Lauderdale | Dronix Suarez | (954) 828-6982 | dsauarez@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 27,926.00 | Feb-19 | Jun-19 |
| Stormwater Improvements - 3200 NE 29 Street | Removal and replacement of a catch basin, 35 LF of 12-inch pipe, rehabilitation of an existing structure, CCTV lining of outfall and installation of wastop check valve construction is to be completed 90 days after NTP | City of Fort Lauderdale | Juan Carlos Samuel | (954) 828-6323 | jsamuel@forlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 61,142.00 | Apr-19 | Jun-19 |
| Stormwater Drainage Improvements Employee Parking at Fleet SW 2 Ct, Ft Lauderdale, FL | Remove and Replace 15" pipe between Inlet #3 and MH #2, remove tree and root ball and remove and Replace 10 LF of 15" pipe between Inlet #1 and Inlet #2. Work to be complete within 90 days of issuance of NTP | City of Fort Lauderdale | Sayd Hussain | (954) 828-5678 | SHussain@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 19,655.00 | Apr-19 | Jul-19 |
| Stormwater Improvements for 11906 NE 33 Avenue and NE 34th Street | Removal and replacement of one existing drainage inlet and 22 LF of existing 18-inch reinforced concrete pipe. Work Completed within 90 days after NTP | City of Fort Lauderdale | Francisco Rios | (954) 828-5807 | Frios@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 23,405.00 | Aug-19 | |
| 630 Isle of Palms Stormwater Operations Project | Removal of existing 12-inch drainage pipe and replacement with new solid 12-inch ADS drainage pipe, 2-45-inch bends and connection to existing pipe and box, and al restoration. Work to be completed within 90 days of NTP | City of Fort Lauderdale | Sayd Hussain | (954) 828-5678 | SHussain@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 13,340.00 | Aug-19 | |
| SW 21st Terrace Drainage Improvements | Regular Excavation and grading to form swale along NW 21st Terrace. Installation of 8 drainage catch basins and 15" RCP to connect the boxes. All roadway removal and restoration included. Construction will be complete within 120 days of NTP | City of Fort Lauderdale | Dronix Suarez | (954) 828-6982 | dsauarez@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 227,990.00 | Oct-19 | |
| Hector Park Stormwater Improvement Project | Installation of new drainage structures and exfiltration trench to reduce nuisance flooding in and around Hector Park in the Rio Vista Neighborhood. The works is to be completed within 210 days of NTP | City of Fort Lauderdale | Francisco Rios | (954) 828-5807 | Frios@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 536,240.00 | Oct-19 | |
| Parking Lot Storm Drain Cleanout Phase 1 | Cleaning, desilting and CCTV of the existing Storm Drainage Pipe. Construction will be completed within 30 days of NTP | City of Fort Lauderdale | Shiau Ching Low | (954) 828-3779 | | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 2,400.00 | Sep-19 | |
| NE 31st Avenue Stormwater Improvements | Installation of new catch basins and tidal valves on NE 31st Ave and NE 20th Ct. | City of Fort Lauderdale | Francisco Rios | (954) 828-5807 | Frios@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 1,125,000.00 | Nov-19 | |
| 11906 - 1405 SW 9th Avenue Drainage Improvements | CCTV and Cleaning of Existing outfall pipe to determine condition of pipe. Remove and replace pipe as required and then line the entire run of pipe. Includes tree, fence and other miscellaneous landscape removal and replacement. | City of Fort Lauderdale | Juan Carlos Samuel | (954) 828-6323 | jsamuel@forlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 1,625,000.00 | NTP Pending | |
| E5U37 - Drainage Repair | Desilting of pipes, providing color video before and after improvements, sealing joints with internal joint seals and lining storm drains on various State Roads | Orange & Seminole | Eric Plantier | (407) 482-7847 | | N Franklin Street Suite 1400, Tampa, FL 33602 | $ 306,580.00 | Nov-17 | Jan-17 |
| PBC Lift Station Cleaning | Cleaning and disposal of 250 lift stations per year; cleaned twice per year for 500 cleanings per year | Palm Beach County | Marva Brown | (561) 616-6800 | mbrown@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 259,400.00 | Nov-17 | Nov-18 |
| Meadow Croft CIPP | Sanitary Sewer Main lining of 642 LF of 10" CIPP | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 20,544.00 | Mar-18 | Apr-18 |
| WO #14 537 Toccoa Road 16" & 24" | Remove and replace existing 36 LF of 16" and 80 LF of 24" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 26,045.81 | Oct-17 | Nov-17 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| WO # 15 726 Connestee Road | Remove and replace existing 36 LF of 16" with RCP and reconnect to existing drainage structures. Restoration includes road base within 1" of final grade. Asphalt by others | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 27,123.48 | Dec-17 | Jan-18 |
| WO #23 Military Trail S of Lantana Road Kokomo Dr. | Drainage improvements and installation per project scope and drawling's | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 37,138.09 | Nov-17 | Aug-17 |
| WO #24 Military Trail/Southbound at Kokomo - South | Remove and Replace approximately 30 LF of CMP with RCP across residential roadway. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 57,599.73 | Dec-17 | Apr-18 |
| WO #25 Center St/200' East of Loxahatchee River Road CIPP | Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 41,838.00 | Dec-17 | Apr-18 |
| WO #26 Center Street West of N Hepburn Ave | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 53,198.00 | Nov-17 | May-18 |
| WO #27 Brian Way N of Saxon Blvd | Remove and Replace approximately 100 LF of CMP with 30" ADS across the roadway. Total road closure needed. Final restoration by others. No canal grading or reshaping included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 69,300.00 | Nov-17 | Jan-18 |
| WO #28 1069 Edgehill Road | Remove and replace approximately 40 LF Approx. of CMP with HDPE per scope | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 43,700.00 | Apr-18 | Jun-18 |
| WO #29 Flamango Lake Dr/Flamango Ct. E and Flamango Ct. W | Remove and replace approximately 240 LF approx. of CMP with HDPE per scope | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 97,300.00 | Jan-18 | May-18 |
| WO #30 Limestone Creek Road and Palm Garden St. | Perform rehabilitation to designated storm drain junction box and asphalt patch. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 30,825.00 | Apr-18 | May-18 |
| WO #31 Military Trail and 61st St | Perform necessary repairs to existing abandoned storm line and/or pipe crossing | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 46,600.00 | Feb-18 | Jun-18 |
| WO #32 Lawrence Rd at LWDD L-17 Canal | Drainage Improvements and Headwall Installation | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 579,835.19 | Jun-18 | Oct-18 |
| WO#33 3261 Atlantic Rd | Drainage improvements installation | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 48,300.00 | Apr-18 | Jun-18 |
| 19598 Trails End Ter | Remove and Replace approximately 300 LF approx. of CMP with 18"ADS at two different locations | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 72,900.00 | May-18 | Jun-18 |
| WO#35 19506 Trails End Terr (#2) | Remove and Replace approximately 50 LF approx. of CMP with 18"ADS | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 37,950.00 | May-18 | Jun-18 |
| WO#36 19582 Trails End Terr (#3) | Remove and Replace approximately 50 LF approx. of CMP with 18"ADS | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 37,950.00 | May-18 | Jun-18 |
| WO#37 19637 ReD Maple Rd (#5) | Remove and Replace approximately 220 LF approx. of CMP with 24"ADS | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 59,300.00 | On Hold | On Hold |
| WO#39 19650 Red Maple Rd | Remove and Replace approximately 220 LF approx. of CMP with 24"ADS per scope. Limits of | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 22,975.00 | May-18 | Oct-18 |
| WO #40 Loxahatchee River Road Storm Pipe Repalcement - Phase 1 | Drainage Improvements Installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 216 LF of RCP with new 24" ADS | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 79,950.00 | Mar-19 | Jun-19 |
| WO #41 Loxahatchee River Road Storm Pipe Repalcement - Phase 2 | Drainage improvements installation per project scope and drawings. Replacement of 2 inlet boxes and replacement of 305 LF of RCP with new 24" ADS | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 94,800.00 | Mar-19 | Jun-19 |
| WO #43 6126 Woodlake Rd - Drainage Repairs | Remove and Replace approximately 40 LF approx. of CMP with 18"ADS, remove and replace approx.. 13'x13' concrete driveway and restoration of area. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 40,500.00 | May-18 | Nov-18 |
| WO #44 6633 Woodlake Rd | Remove and Replace approximately 50 LF approx. of CMP with 18"ADS, 1 new concrete structure | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 47,500.00 | Sep-18 | Oct-18 |
| WO #45 Lawrence Rd @ Hypoluxo Road Drainage Improvements 66" and 24" | Drainage improvements at Hypoluxo Rd and Lawrence Rd SW corner. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 396,200.00 | Aug-18 | Mar-19 |
| WO #46 Lawrence Rd at Santaluces School | Drainage improvements. Restoration by others | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 78,500.00 | Aug-18 | Nov-18 |
| WO #47 Indiantown Road - East of 131st Trail N | Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 44,350.00 | Aug-18 | Nov-18 |
| WO #48 Indiantown Road - West of 131st Trail N | Drainage Improvements and Installation per project scope. Does not include any P-Top Removal. Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 76,380.00 | Aug-18 | Nov-18 |
| WO #49 6528 Woodlake Rd | Remove and Replace approximately 40 LF approx. of CMP with 18"ADS per scope. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 33,650.00 | Aug-18 | Nov-18 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| WO #50 6662 Lawrence Wood Ct. - Drainage Repair | Replace 2 pipes - south 24-inch and west 12-inch pipe, brick up top 7"-8" and cut out 30'x30' asphalt repair | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 57,525.00 | Oct-18 | Jan-19 |
| WO #51 East Side of 4322 Diamond Rd - Mediterranean | Remove and Replace approximately 40 LF approx. of CMP with 24"ADS , concrete collar, remove and reinstall fence, match rip rap on North side of bank, AT&T to relocate Line near fence , 10' deep excavation and restoration Rip Rap to be installed from Tip to Toe of canal, no cleaning of canal past limit of constructions. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 59,600.00 | Oct-18 | Nov-18 |
| WO #52 6464 Woodlake Road - Drainage Repairs | Remove and Replace approximately 15 LF approx. of CMP with 24"ADS per scope and restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 26,525.00 | Oct-18 | Nov-18 |
| WO #53 104 Foxwood Dr WPB Fl | Remove and Replace approximately 200 LF of CMP with 36"ADS at inlet boxes into the canal. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 43,000.00 | Jan-19 | Feb-19 |
| WO #54 Willow Pond Road @ Willow Pond Court - Drainage Repairs | Remove and Replace approximately 212 LF of CMP with 18" HDPE per scope. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 94,900.00 | Jan-19 | Jun-19 |
| WO #55 Pinehurst Drive and 10th Avenue North | Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 24" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 39,155.00 | Jan-19 | Feb-19 |
| WO #56 Center and 52nd Way, Jupiter | TV line from basin to basin. Include clean and Pre tv inspection. TV will be delivered to PBC after completion of Pre Tv. Additional work may follow after inspection of pipe under Center St. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 9,100.00 | Feb-19 | Mar-19 |
| WO #57 Toney Penna Drive & Central Boulevard | Remove and Replace approximately 1-2 joints of pipe. Explore excavation at sink hole and repair as directed by inspector onsite. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 4,470.00 | Jun-19 | Jun-19 |
| WO #58 Toney Penna Dr. & Bush Rd. | Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Install new R&C at MH and properly seal with concrete and Refratta inside of MH. Add fill around Manhole due to low are around structure. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 21,600.00 | Feb-19 | Feb-19 |
| WO #59 Kingston Drive Drainage Pipe and Headwall Repairs | Drainage Improvements and Installation per project scope. 2 shots of Lining, plugging, cctv pre and post only. Dewatering of pipe(s) included. Does not include Canal Dredging | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 59,850.00 | Apr-19 | Jun-19 |
| WO #60 Central B;vd from Jupiter Park Drive to 100' south of Toney Penna Drive | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 605,000.00 | Jul-19 | Aug-19 |
| WO #61 7479 Central Industrial Drive @ Byron Drive | Excavate area 9' Deep / 42" pipe failure, pour concrete 48" collar on first joint to the North. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 7,832.56 | Jul-19 | Jul-19 |
| WO #62Orchard Way and Woodbine Road | Cipp Lining 24" and 36" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. Replacement of 2 grates and Refratta both boxes, fill dirt around sink hole, compaction and concrete sidewalk replacement. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 69,681.00 | May-19 | Jun-19 |
| WO #63 Davis Rd. & Berkshire | Remove and Replace approximately 45 LF of RCP with 18"ADS. Asphalt and site restoration included. (Existing pipe has separated and sinkhole is appearing in the road) | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 37,125.00 | Jul-19 | Jul-19 |
| WO #64 155th Pl and 70th Trail (Palm Beach County Estates) | Remove and Replace approximately 60 LF approx. of CMP with 18"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 32,275.00 | Aug-19 | Aug-19 |
| WO #65 904 Flamango Dr | Drainage Improvements and Installation per project scope. Does not include any Top Removal. Cipp Lining 18" culvert, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 37,025.00 | Jul-19 | Sep-19 |
| WO #66 Jog Rd Shoppes of Woolbright | Remove and Replace approximately 60 LF of collapsed pipe and install new 18"RCP. Remove and haul away approx.. 17 flags of concrete sidewalk and approx. 5' of curb on either side of each box. Dewater included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 35,875.00 | Jun-19 | Jul-19 |
| WO #68 Orleans Ct - South of Belvedere Road and West of Military Trail Emergency 24" ADS | Remove and Replace approximately 24 LF of CMP with 24" ADS and pour concrete collar at both pipe connection. This pipe was in need to be removed due to leaking joints and emergency job with PBCWUD while doing a sewer repair under this storm pipe. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 9,800.00 | Aug-19 | Oct-19 |
| WO #69 Lox River Rd | Excavate approximately 50 LF of existing ADS and pour two concrete collars around Bell end of pipe to eliminate pipe from floating. Including pipe excavation, compaction, asphalt, and site restoration | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 16,500.00 | Sep-19 | Oct-19 |
| WO #70 5718 Souchak Dr Headwall repair | Remove and Replace approximately 20 LF of CMP with 24" ADS from broken pipe to headwall. Pour concrete collar at pipe connection. Existing Headwall is to remain. Camera existing line after pipe replacement to assess the condition from Box on Souchek to Headwall. Rock rubble around headwall 5' each side of Bank. No dredging of canal included. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 28,800.00 | Oct-19 | |
| WO #71 Congress Ave N of Blue Heron on W 26th St. west side of road | Plug inverts as needed to re grout pipes inside storm basin structure on west side of road. Properly seal with chemical grout or concrete. Add fill around Manhole due to low are around structure. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 26,400.00 | Oct-19 | |
| WO #73 Foxwood Circle | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 79,504.00 | Oct-19 | |
| WO #74 Roebuck Rd and Rocking Horse Rd | Drainage Improvements and Installation per project scope. Includes 1 Top Removal and cutting of RCP pipe in the North box. Cipp Lining 21"x14 elliptical, plugging, cleaning, cctv pre and post only. Dewatering of pipe(s) | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 39,575.00 | Oct-19 | |
| Charleston Shores blvd South of Lauden | Remove and Replace approximately 60 LF approx. of CMP with 24"ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 43,775.00 | Dec-19 | |
| Charleston Shores blvd South of Heathley | Remove and Replace approximately 60 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 43,775.00 | Dec-19 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| 4354 Maleleuca | excavate to affected area and pour concrete collar over broken pipe, replavement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 28,500.00 | Dec-19 | |
| Maleleuca and Dell | Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 29,625.00 | Dec-19 | |
| Lantana and Military Trail. (S.E. Corner) | Excavate two affected areas of 72" drainage failure, SE corner of intersection and other just east of Military Trl on East bound lane, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. Refratta box at intersection after pipe is repaired. No striping of road or PBC permits required. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 71,830.00 | Dec-19 | |
| 10087 Trailwood | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 58,996.60 | Dec-19 | |
| 6867 Hatteras Dr | Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 33,850.00 | Feb-20 | |
| 6663 Hatteras DR | Remove and Replace approximately 30 LF approx. of CMP with 24" FDOT ADS from Box to Box. Including removal of pipe, installation of pipe, compaction, asphalt, and site restoration. Concrete curb to be removed | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 33,850.00 | Feb-20 | |
| 4679 Brooks Ave | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 54,639.58 | Jan-20 | |
| Maleleuca and Letho Ln | Excavate to affected area and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 32,450.00 | Jan-20 | |
| Maleleuca and 40th s (West and East of 40th) | Excavate to two affected areas, West and East of 40th way, and pour concrete collar over broken pipe, replacement may be necessary after exposed. Including excavation, concrete collar, compaction, asphalt, concrete and site restoration. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 56,900.00 | Jan-20 | |
| Balmoral Blvd. | Drainage improvements including the removal of broken CMP and installation of new ADS joints at each end of the canal. Installation of rip rap around new pipe. Pipe Cleaning, Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 95,636.45 | Jan-20 | |
| 3861 Barkis Ave. | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 55,784.15 | Jan-20 | |
| Lift Stations Rehab - Proj B | Rehabilitation of 28 lift stations | Palm Beach County WUD | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 4,221,409.50 | Aug-18 | On Going |
| Palm Beach Lakes Blvd Sewer Lining | The Services and materials to be provided under this Work Order consist of cleaning, CCTV and C.I.P.P. lining of existing 8" VCP pipe, 1,415 LF | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 124,929.00 | Dec-15 | |
| Rosemary Ave Large Dia. Sewer Pipe Lining | Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2040 LF of 30" sanitary Sewer piping | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 281,475.00 | Feb-16 | |
| Shenandoah Emergency CIPP | Bypass of all flow during sanitary sewer pipe repair, Cleaning/lining of approximately 2090 LF of 8" and 18" of sanitary and sewer piping | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 161,125.00 | Completed in 2016 | |
| Congress & Australian | Cleaning/Lining of approximately 400 LF of 8" and 304 LF of 36" Sanitary Sewer Piping | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 70,935.00 | Aug-16 | May-18 |
| Spruce Avenue -WO# 04 | Cleaning/Lining of approximately 4,079 LF of 18"-36" Storm Sewer Piping | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 290,385.00 | Jan-18 | May-18 |
| Avila & Grandview & Park WO#5 | Cleaning/CCTV of approximately 2,468 LF of 8"-30", CIPP of approximately 2,468 LF of Sanitary Sewer Piping | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 280,183.00 | Jul-18 | Nov-18 |
| Sanitary Sewer Storm Pilot-WO# | Provide new water service connections to the parcels included in the pilot project | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 56,004.25 | Jun-18 | Aug-18 |
| Spruce Ave-47th and 53rd WO#8 | Cleaning/CCTV of approximately 436 LF of 18"-24", CIPP approximately 436 LF of storm sewer piping | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 36,920.00 | Jul-18 | Oct-18 |
| Henrietta Avenue Phase I CIPP Lining | Cleaning/CCTV of approximately 348 LF of 10", CIPP of approximately 348 LF of Sanitary Sewer Piping on N. Flagler & 23rd Street | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 13,766.00 | Oct-18 | Jan-19 |
| Henrietta ave. Phase 2 Sanitary Sewer (9th St. to PBL Blvd.) | 8-inch CIPP Lining with lateral lining CCTV & cleaning | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 97,298.00 | Aug-19 | Sep-19 |
| Sophia Drive Phase 1 CIPP Lining | Cleaning/CCTV of approximately 430 LF of 8-inch, CIPP of approximately 4350 LF Sanitary sewer piping on Sophia drive, Cleaning/CIPP/CCTV of 4-inch - 6-inch lateral from 8"-12" main including first 3 LF of lateral, CIPP lining of 4"-6" laterals. | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 81,890.00 | Sep-19 | |
| Gaines Park Sanitary Sewer & Water | Install new sanitary cleanout, two manholes, 62 LF of 6" PVC piping and relocate water Lines as needed | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 49,390.00 | Feb-15 | Apr-15 |
| PCCP Force Main Assessment | Installation of Line Stop equipment on 24" FM, Installation of Tapping saddle and valve on the 24" main for pipe diver insertion, | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 183,843.15 | Jun-15 | Aug-15 |
| 20-inch WM Valve Removal - Georgia Ave at Hampton Road | Bypass of all flow during sanitary pipe repair. Cleaning/Lining of approximately 2,090 LF of 8" and 18" Sanitary Sewer Piping associated laterals. | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 72,216.52 | Jul-15 | Aug-15 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Palm Beach Lakes Force Main; Emergency | Repair of force main | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 111,054.00 | Aug-15 | Aug-15 |
| Shenandoah Emergency Gravity Sewer Repair | Replacement of 60 LF of 24" PVC pipe | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 386,630.00 | Feb-16 | Mar-16 |
| Executive Drive Outfall Repair | Replacement of pipe, including slip lining of section of existing CMP | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 265,839.00 | Sep-16 | Feb-17 |
| 16th St Storm Water Drainage Replacement | Removal of existing VCP Pipe, installation of new RCP pipe, Installation of 2 9.5' deep mainline manholes, installation of 4 9.5' deep storm water curb inlets | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 180,580.00 | Apr-17 | Jul-17 |
| 16th St Water Main | Removal and replacement of approximately 440 LF of 8" water main, including all fittings and all necessary connections | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 239,070.00 | May-17 | Sep-17 |
| Pinewood Stormwater Replace | Replacement of storm sewer pipe | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 239,070.00 | Sep-17 | Jul-18 |
| 10-24" FM ARV Replacements | Replacement of two ARV manholes on 24" force main. | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 261,510.00 | Jan-19 | Jun-19 |
| SW Rehab on Pinewood 23rd St. and 36th St. | Replacement of storm sewer pipe in different locations alone pinewood ave. in West Palm Beach | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 149,770.00 | Mar-19 | Nov-19 |
| Century Village and Westgate | Inspection and rehabilitation of approximately 77,000 linear feet of gravity sewer lines and 475 manholes, Gravity sewer system services lift stations 348-352, 391, 5044, 5243 - 54 Segments of gravity sewer from terminal manhole to wet well to be lined. | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6123 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 3,000,651.30 | Sep-17 | Jul-18 |
| Aletha Manor | 18" CIPP lining & Cleaning | Clay County | Stephen E. Koteras | 904-269-6301 | Stephen.Koteras@claycountygov.com | 477 Houston Street, Green Cove Springs, FL 32043 | $ 24,964.00 | Mar-17 | May-17 |
| CR 218 Middleburg | Furnish & Install 24" CIPP Lining, 24" CIPP, dewatering & cleaning | Clay County | Stephen E. Koteras | 904-269-6301 | Stephen.Koteras@claycountygov.com | 477 Houston Street, Green Cove Springs, FL 32043 | $ 47,952.00 | Mar-18 | Aug-18 |
| Camp Lane 1159 | Furnish & Install 26" CIPP Lining, 36" CIPP, dewatering & cleaning | Clay County | Stephen E. Koteras | 904-269-6301 | Stephen.Koteras@claycountygov.com | 477 Houston Street, Green Cove Springs, FL 32043 | $ 29,298.00 | Sep-19 | Dec-19 |
| CR220/Angora Bay 30" Lining | Furnish and Install 664 LF of 30" CIPP Liner | Clay County | Stephen E. Koteras | 904-269-6301 | Stephen.Koteras@claycountygov.com | 477 Houston Street, Green Cove Springs, FL 32043 | $ 70,634.00 | Apr-19 | Jun-19 |
| Between 3157 & 3161 Silverado Circle GCS, FL | Furnish and install 167 LF of 15-inch CIPP Lining | Clay County | Stephen E. Koteras | 904-269-6301 | Stephen.Koteras@claycountygov.com | 477 Houston Street, Green Cove Springs, FL 32043 | $ 27,900.00 | Jul-19 | Jan-20 |
| County Road 15A WO 171210 | CIPP lining and pipe cleaning for CR 15A | Clay County | Stephen E. Koteras | 904-269-6301 | Stephen.Koteras@claycountygov.com | 477 Houston Street, Green Cove Springs, FL 32043 | $ 89,700.00 | Dec-19 | Feb-20 |
| Sanitary Sewer & Manholes | Repair or cure-in-place (CIP) lining of sections of gravity sewer pipes and relocation of fire hydrants and water mains | City of Clearwater | Rose Lara | (727) 224-7062 | rose.lara@myClearwater.com | 100 S Myrtle Ave. Clearwater, FL 33756 | $ 2,666,550.00 | Feb-15 | Feb-17 |
| WUD 16-027-2017 Telemetry | WUD 16-027-2017 Telemetry | Palm Beach County WUD | Duane Palumbo | (561) 493-6000 | dpalumbo@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,196,008.00 | Jun-17 | May-18 |
| Palm Beach Cnty Lining 17-016 | Inspection of gravity main lines and manholes. Rehabilitation of 29,971 LF of gravity main lines. Post inspection reports for all rehabilitated assets | Palm Beach County | Pollop Phonpornwithoon | (561) 493-6248 | pphonpornwithoon@pcbwater.com | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 1,040,134.00 | Apr-17 | Sep-17 |
| E1Q95-RO Desilting | Side Drain Desilting | Florida Department of Transportation | Wayne Harris | (863) 519-2382 | Wayne.Harris@dot.state.fl.us | N Franklin Street Suite 1400, Tampa, FL 33602 | $ 97,800.00 | May-17 | |
| US 27 Sebring | Side Drain Desilting | Florida Department of Transportation | Wayne Harris | (863) 519-2382 | Wayne.Harris@dot.state.fl.us | N Franklin Street Suite 1400, Tampa, FL 33602 | $ 54,433.20 | Feb-18 | Jul-18 |
| Desoto, Glades, Hardee, Hendry & Highlands Counties Side Drain Desilting | Side Drain Desilting | Florida Department of Transportation | Wayne Harris | (863) 519-2382 | Wayne.Harris@dot.state.fl.us | N Franklin Street Suite 1400, Tampa, FL 33602 | $ 13,041.90 | Mar-19 | Aug-18 |
| E4S32-RO - NPDES MARTIN | Remove and dispose of materials and or blockage inside of a pipe, box culvert or other part of the storm drainage system to provide maximum drainage capacity of the departments storm water system | Florida Department of Transportation | Maria Velarde | (954) 777-4084 | mickey.kelly@dot.state.fl.us | 3400 W Commercial Blvd. Fort Lauderdale, FL 33309 | $ 130,000.00 | Apr-17 | Feb-19 |
| Lift Station Rehabilitation Continuing Construction Contract: Priority 1 WA# 1 | provide construction services for various general activities on Lift Stations 203, 218, 325, 607, 957, 4113, 4150, 4153, 4217, 4228 including rehabilitation of piping, electrical and corrosion barrier system | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,916,423.39 | Jun-15 | Feb-16 |
| Lift Station Rehabilitation Continuing Construction Contract: Priority 2 WA# 2 | Rehabilitation of Lift Stations: 204, 0566, 947, 4138, 512, 575, 1060, 4106, 4136, 4152, Drexel Rd Gravity | Palm Beach County WUD | Andre McBarnette | (561) 493-6000 | amcbarnette@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,877,743.48 | Dec-15 | Sep-16 |
| Strategic Lift Station 8101 Electrical Improvements WA#3 | Electrical upgrades to LS 8101, Inclusive of bypass pumping, new FPL service installation, removal of overhead service, installation of new ancillary junction box, separate RTU, new antenna, and quadraplex control panel to design specifications with soft starters | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 149,140.00 | Mar-16 | Jun-16 |
| Lift Station Rehabilitation Priority 3 | Lift station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment. | Palm Beach County WUD | Andre McBarne□e | (561) 493-6000 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,783,205.71 | Jun-16 | Apr-17 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station Rehabilitation Continuing Construction Contract (Priority #4) | Contractor shall perform the engineering Scope of Services as described herein: Lift Station rehabilitation including new control panels, pumps, force main piping, valves, hatches and all other specified materials/equipment. | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,734,155.45 | Jun-16 | Apr-17 |
| Century Village Grout Abandonment | Deactivation, flush and grouting of existing pipe up to 8" maintenance of traffic; record drawings and preconstruction video | Palm Beach County WUD | Andre McBarne□e | (561) 493-6000 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 8,862.19 | May-16 | Jun-16 |
| Gravity Sewer Pipe Replacement at Lift Station 8218 | Replacement of approximately 215 LF of 8" lined pipe with new 8" PVC pipe, from manhole 13 - 14 | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 62,660.00 | Mar-17 | Aug-17 |
| 16- Inch Reclaimed Water to Seminole Improvement District M2 | modifications of piping within existing vaults | Palm Beach County WUD | Andre McBarne□e | (561) 493-6000 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 75,201.00 | May-17 | Nov-17 |
| Electrical Improvements LS 1043 | Electrical Improvements and installation of an automatic transfer switch adding a fuse disconnect and electrical service at LS 1043 | Palm Beach County WUD | Vince Riccobono | (561) 493-6000 | vmriccobono@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 57,197.75 | Feb-18 | On Going |
| Glades Lift Station Rehabilitation & Improvements to Lift Station 8148 | Improvements to LS 8148, include valve vault demolition, new piping and valves, new pumps, control panel and appurtenances, along with site restoration and new fencing | Palm Beach County WUD | Andre McBarne□e | (561) 493-6000 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 243,713.45 | Aug-18 | Nov-18 |
| Belle Glade Gravity Main Improvements on SW 5th St. | Installation of approximately 170 LF of 8" PVC gravity sewer and 2 manholes | Palm Beach County WUD | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 75,701.33 | Jun-18 | Aug-18 |
| Gravity Sewer Replacement - SW 3rd St | Replacement of approximately 250 LF of 8" clay with PVC gravity sewer piping | Palm Beach County WUD | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 118,420.15 | Jun-18 | Oct-18 |
| Water Treatment Plant 8 Sanitary Sewer Improvements - WA #13 | Installation of three new manholes and rerouting of 10" gravity sewer pipe, including removal of existing gravity sewer and all restoration. | Palm Beach County WUD | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 55,695.21 | Dec-18 | Feb-19 |
| Gravity Sewer Replacement Lift Station 8116 | Replacement of approximately 1,100 LF of 8" PVC gravity sewer main, including all lateral connections and replacement of all manholes, bypass pumping, asphalt roadway replacement and restoration work | Palm Beach County WUD | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 342,028.37 | Sep-18 | Jun-19 |
| Red Road Emergency Repair | Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system | City of Miramar | Marcelin P. Denis | (954) 602-3115 | mpdenis@miramarfl.gov | 2300 Civic Center Place, Miramar, FL 33025 | $ 44,362.50 | Mar-18 | Apr-18 |
| SW 100th Avenue - Emergency | Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system | City of Miramar | Marcelin P. Denis | (954) 602-3115 | mpdenis@miramarfl.gov | 2300 Civic Center Place, Miramar, FL 33025 | $ 24,600.00 | Apr-18 | May-18 |
| Miramar Pkwy & Sykes FM Emergency Job | Furnishing and installation of all emergency needs for the City of Miramar Sewer and Water system | City of Miramar | Marcelin P. Denis | (954) 602-3115 | mpdenis@miramarfl.gov | 2300 Civic Center Place, Miramar, FL 33025 | $ 41,800.00 | Jul-18 | Aug-18 |
| 10" Force main Repair on Miramar Parkway and SW 69th Way | 10" Force main Repair on Miramar Parkway and SW 69th Way | City of Miramar | Marcelin P. Denis | (954) 602-3115 | mpdenis@miramarfl.gov | 2300 Civic Center Place, Miramar, FL 33025 | $ 49,950.00 | Jul-18 | Aug-18 |
| 8" Reuse Main Repair on Miramar Parkway and Red Road | 8" Reuse Main Repair on Miramar Parkway and Red Road | City of Miramar | Marcelin P. Denis | (954) 602-3115 | mpdenis@miramarfl.gov | 2300 Civic Center Place, Miramar, FL 33025 | $ 34,300.00 | Jul-18 | Aug-18 |
| Homestead I & I | Wastewater collection system rehab | City of Homestead | Antonio J Torres | (305) 443-4549 | Atorres@hazenandsawyer.com | 450 SE 6th Avenue, Homestead, FL 33030 | $ 492,050.00 | Apr-18 | |
| Coral Shores 5-Locations | Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe | Manatee County | Clint Rimer | (941) 749-3046 | clint.rimer@mymanatee.org | 4520 66th Street West, Bradenton, FL 34210 | $ 213,100.00 | Nov-17 | |
| 110 39th St Ct NW | Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe | Manatee County | Clint Rimer | (941) 749-3046 | clint.rimer@mymanatee.org | 4520 66th Street West, Bradenton, FL 34210 | $ 14,640.00 | Dec-17 | |
| 201 Mangellan | Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe | Manatee County | Clint Rimer | (941) 749-3046 | clint.rimer@mymanatee.org | 4520 66th Street West, Bradenton, FL 34210 | $ 11,656.25 | Dec-17 | |
| CR 675 | Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe | Manatee County | Clint Rimer | (941) 749-3046 | clint.rimer@mymanatee.org | 4520 66th Street West, Bradenton, FL 34210 | $ 16,145.00 | Dec-17 | |
| Flamingo Cay | Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe | Manatee County | Clint Rimer | (941) 749-3046 | clint.rimer@mymanatee.org | 4520 66th Street West, Bradenton, FL 34210 | $ 206,225.50 | Nov-18 | |
| 10104 Sandpiper Road East-Section 2 | Clean/CCTV & CIPP lining 6"-42" Storm Sewer Pipe | Manatee County | Clint Rimer | (941) 749-3046 | clint.rimer@mymanatee.org | 4520 66th Street West, Bradenton, FL 34210 | $ 357,519.75 | Jun-19 | |
| Polk County - CIPP | CIPP Installations | Polk County | Doug Gable | (863) 535-2285 | DougGable@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 183,125.00 | Apr-17 | Feb-18 |
| 8 - Locations - Polk 17-326 | CIPP lining: 80 LF of 15", 1,043 LF of 18", 326 LF of 30", 182 LF of 42" | Polk County | Doug Gable | (863) 535-2285 | DougGable@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 251,918.00 | Oct-18 | |
| Asherwoods, Avon Park Cutoff, Birch, Lark, Longwood, Oak, Lake Lulu | CIPP lining: 715 LF of 18"; 47 LF of 24"; 45 LF of 30"; 295 LF of 36" & 166 LF of 60"' | Polk County | Doug Gable | (863) 535-2285 | DougGable@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 224,915.00 | Oct-19 | Nov-18 |
| Lake Marion, Laynewade, The Pines, Forestgreen | CIPP Lining: 78 LF of 15"; 397 LF of 18"; 1,029 LF of 24", 970 LF of 36"; 146 LF of 42" & 120 LF of 48" | Polk County | Doug Gable | (863) 535-2285 | DougGable@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 343,885.00 | Mar-19 | |
| Hickory Stream Lane, Lakeview Dr., Sagewood Dr, Shadow Wood Ct, Pipkin, Waring Rd, Mt. Olive | CIPP lining: 85 LF of 15"; 333 LF of 18"; 55 LF of 48" & 337 LF of 54" | Polk County | Doug Gable | (863) 535-2285 | DougGable@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 219,200.00 | Mar-19 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Bridgers Ave, Country Club Rd., Cresent Lake Dr., Hunters Run, Jaybee Ave, King Ave., Lazy Lake, Oak Square, Pine St., Pine Valley, Robin Rd, Ryan Rd., Split Creek, Imperial Lakes, Heather Glynn | CIPP lining: 880 LF of 18"; 1,350 LF of 24"; 505 LF of 30"; 164 LF of 36" & 730 LF of 42" | Polk County | Doug Gable | (863) 535-2285 | DougGable@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 523,315.00 | Jul-19 | |
| SW Infrastructure Main/Repair | Storm water infrastructure maintenance and repair services to the City's several premises and locations | Palm Beach Gardens | Daniel Widdick | (561) 804-7044 | dwiddick@pbgfl.com | 10500 North Military Trail, Palm Beach Gardens, FL 33410 | $ 1,027,255.00 | Mar-16 | Mar-26 |
| Vactor Cleaning of Wet Well | Vactor Cleaning of Wet Well | Solid Waste Authority | Mona McBride | (561) 640-4000 | Mmcbride@swa.org | 7501 North Jog Road, West Palm Beach, FL 33412 | $ 99,621.50 | Jan-16 | |
| Pipe Lining - Charlotte 01 | Light cleaning 16"-42" Storm pipe & 16"-36" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 358,785.10 | Jan-18 | Mar-18 |
| Pipe Lining - Charlotte 02 | Light cleaning 16"-42" Storm pipe & 15"-60" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 16,000.00 | Feb-18 | |
| Pipe Lining - Charlotte 03 | Light cleaning 16"-42" Storm pipe & 15"-42" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 264,042.90 | Mar-18 | |
| Pipe Lining - Charlotte 04 | Light cleaning 16"-42", Medium Cleaning, 42" or Greater & 15"-48" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 214,205.98 | Jun-18 | |
| Pipe Lining - Charlotte 05 | Pipe lining & CCTV | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 96,730.00 | Feb-18 | |
| Pipe Lining - Charlotte 06 | Heavy Cleaning 30-42" & 42" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 64,306.00 | Aug-18 | |
| Pipe Lining - Charlotte 07 | Drainage pipe RV inspection and cleaning of various pipes in Gardens of Guld Cove | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 90,000.00 | Aug-18 | |
| Pipe Lining - Charlotte 08 | Light Cleaning, "16-29", & 15" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 20,112.00 | Oct-18 | |
| Pipe Lining - Charlotte 09 | Medium Cleaning, 42" or greater & 60" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 237,478.30 | Oct-18 | |
| Pipe Lining - Charlotte 10 | Light Cleaning 16"-29", Medium cleaning 30"-42" & 15"-30" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 63,034.33 | Jan-19 | |
| Pipe Lining - Charlotte 11 | 15" - 24" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 300,608.26 | Jan-19 | |
| Pipe Lining - Charlotte 12 | Light cleaning 16"-42" Storm pipe & 18"-30" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 86,124.00 | Jan-19 | |
| Pipe Lining - Charlotte 13 | 18" - 30" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 123,623.00 | Jan-19 | |
| Pipe Lining - Charlotte 14 | 12-36" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 63,298.00 | May-19 | |
| Pipe Lining - Charlotte 15 | Light cleaning 16"-29" Storm pipe & 15"-30" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 80,085.00 | Apr-19 | |
| Pipe Lining - Charlotte 16 | Light Cleaning, "16-29", Medium Cleaning, "30"-42", Heavy Cleaning-42" or Greater, 18-36" CIPP Lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 47,473.00 | May-19 | |
| Pipe Lining - Charlotte 17 | Light Cleaning 16"-29', Medium Cleaning, 30-42" or greater & 15-42" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 145,591.60 | May-19 | |
| Gardens of Gulf Cove- Englewood-FDOT SEWERS | Heavy Cleaning-42" or Greater, Frontage Pipe McCall Rd at Gardens of Gulf Cove | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 18,500.00 | Apr-19 | |
| Pipe Lining - Charlotte 19 | Medium Cleaning, 16"-29", Heavy Cleaning, "30"-42", 24"-42" CIPP lining | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | $ 340,717.59 | Aug-19 | |
| Pipe Lining - Charlotte 21 | PO PENDING | Charlotte County Utilities | Randy Vowell | (641) 575-3680 | Randy.Vowell@charlottefl.com | 18500 Murdock Circle, Port Charlotte, FL 33948 | PO PENDING | PO PENDING | |
| Sanitary Sewer Remediation | Cleaning and internally lining the existing vitrified clay sanitary sewer gravity collection system. Cured-in Place Pipe (CIPP) system. The liner system consists of a heat-activated resin-impregnated fabric pipe system. Once cured, the CIPP system will provide a continuous rigid pipe system between manholes. Individual services are to be cut out and sealed to the main line to minimize infiltration around the connections. | City of Cape Coral | Marty Mantell | (239) 574-0831 | mmantell@capecoral.net | 1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990 | Annual Contract Work Orders Below | Annual Contract Work Orders Below | Annual Contract Work Orders Below |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Cape Coral - PO# 46977 LS Basin 305 | 8-10" pipe cleaning & 9,036 LF of 8" & 2,090 LF of 10" pipe lining | City of Cape Coral | Marty Mantell | (239) 574-0831 | mmantell@capecoral.net | 1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990 | $ 355,750.00 | Feb-18 | |
| Cape Coral - PO# 47850 | 8" pipe cleaning & 3,536 LF of 8" CIPP Lining | City of Cape Coral | Marty Mantell | (239) 574-0831 | mmantell@capecoral.net | 1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990 | $ 111,940.00 | Apr-18 | |
| Cape Coral - PO# 48056 | 8" pipe cleaning & 233 LF of 8" CIPP lining | City of Cape Coral | Marty Mantell | (239) 574-0831 | mmantell@capecoral.net | 1015 Cultural Park Blvd, 2nd Floor, Cape Coral, FL 33990 | $ 7,352.50 | Apr-18 | |
| Progresso Village Stormwater | Annual stormwater infrastructure cleaning contract | City of Fort Lauderdale | Sandra Marie Pierce | (954) 828-5239 | mariep@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | Annual Contract Work Orders Below | Annual Contract Work Orders Below | Annual Contract Work Orders Below |
| Stormwater Infrastructure Cleaning and Maintenance | Disposal of Contaminated Liquids | City of Fort Lauderdale | Sandra Marie Pierce | (954) 828-5239 | mariep@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 31,103.00 | Aug-17 | |
| GTL Deepwell Site Stormwater System Cleaning | Cleaning of 3050 LF of 3"-30" stormwater pipes | City of Fort Lauderdale | Justin Murray | (954) 828-5239 | jmurray@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 14,900.00 | Feb-18 | |
| Removal of Compacted Debris Within the Basin and Pipes | Removal of compacted debris within the basin and pipes - CCTV & cleaning of 2450 Stormwater pipes 19"-30" | City of Fort Lauderdale | Justin Murray | (954) 828-5239 | jmurray@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 13,800.00 | Feb-18 | |
| Stormwater Mtce Carter Park | | City of Fort Lauderdale | Sabine Joseph | (954) 828-5239 | sjoseph@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 11,800.00 | May-18 | |
| Clean Pipes & Catch Basins | | City of Fort Lauderdale | Cathy Green | (954) 828-5239 | cgreen@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 7,000.00 | Jun-18 | |
| Clean Various Storm Sewers on SW 4th Ave from SR 84 to I-595 | | City of Fort Lauderdale | Elkin Diaz | (954) 828-5239 | Ediaz@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 21,171.00 | Aug-18 | Feb-19 |
| Clean Various Storm Sewer & Basins on Riverland Road | | City of Fort Lauderdale | Marie Pierce | (954) 828-5239 | mpierce@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 9,936.00 | Nov-18 | Apr-19 |
| Storm Sewers and Basins for Peele Dixie | | City of Fort Lauderdale | Cesar Alza | (954) 828-5239 | calza@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 8,200.00 | Aug-19 | |
| Storm Water Pipe Clean-Up | | City of Fort Lauderdale | Lucia Dadilvia | (954) 828-5239 | ldadilvia@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 9,970.00 | Nov-19 | Oct-19 |
| Fire Station #29 | | City of Fort Lauderdale | Alexandra Rampy | (954) 828-5239 | lplatkin@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 2,650.00 | Nov-19 | |
| DSD One Stop Stormwater system Cleaning | | City of Fort Lauderdale | Lucia Dadilvia | (954) 828-5239 | lplatkin@fortlauderdale.gov | 100 North Andrews Avenue, Fort Lauderdale, FL 33301 | $ 9,970.00 | Nov-19 | |
| Point Repair - Lauderhill | Maintenance, repair and improvements to water and sewer infrastructure throughout the City | City of Lauderdale Lakes | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov] | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 43,500.00 | Jan-18 | |
| NW 50th & NW 22 Pt Repair | Point Repairs on NW 50th Ave & NW 22nd St. | City of Lauderdale Lakes | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov] | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 25,600.00 | Aug-18 | |
| Lift Station # 54 | Lift Station # 54 | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 11,700.00 | Oct-19 | Dec-17 |
| Lauderdale By The Sea CIPP2017 | Gravity sewer system condition assessment and renewal and replacement I & I | Lauderdale by the Sea | Don Prince | (954) 973-9700 | donp@lauderdalebythesea-fl.gov | 125 SE 5th Court, Deerfield Beach, FL 33441 | $ 215,000.00 | May-17 | Sep-17 |
| Sanitary Sewer Lateral-Emerg | Sanitary Sewer lateral repair 15' deep | City of Deerfield Beach | Fred Scott | (954) 480-4418 | fscott@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 95,000.00 | Oct-17 | Jan-18 |
| Cypress Lake III- HOA | Cypress Lake III- HOA | Palm Beach County | Mike Brauchle | (561) 355-2912 | mikebrachle@gmail.com | 3445 Cypress Trail, West Palm Beach, FL 33417 | $ 124,320.00 | | |
| Hagen Airline | | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com] | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 35,500.00 | Nov-17 | Nov-17 |
| Hagen Various Valves | Hagen Various Valves | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com] | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 35,500.00 | Dec-17 | |
| Hagen #3 | | Palm Beach County WUD | Craig Moyer | (561) 493-6000 | cmoyer@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 9,742.00 | Dec-17 | Jan-18 |
| LS 8146 Canal Bank | | Palm Beach County WUD | Pollop Phonpornwithoon | (561) 493-6000 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 73,646.00 | Dec-17 | Jan-18 |
| Winikoff Point Repair | Excavation, exposure and repair of 36" PCCP forcemain with unknown break. Repair to be performed by Thompson Pipe Group. County to supply all pipe and fittings. | Palm Beach County WUD | Craig Moyer | (561) 493-6000 | cmoyer@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 94,365.00 | Feb-18 | Feb-18 |
| Hagen Flow Meter Piping - Building 1 | | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com] | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 35,500.00 | Jan-18 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Hagen Flow Meter Piping - Building 2 | | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 35,500.00 | Jan-18 | |
| SW 3rd St - 24in Valve Replace | Excavation, exposure and replacement of 24" Water Main Valve | Palm Beach County WUD | Jim Nelson | (561) 493-6000 | jsnelson@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 22,420.00 | Mar-18 | Apr-18 |
| Atlantic Emergency 14 FM Valve | Excavation, exposure and removal of 14" FM Valve | Palm Beach County WUD | Jim Nelson | (561) 493-6000 | jsnelson@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 38,080.00 | Mar-18 | Mar-18 |
| Winikoff 2nd Repair | Thompson Pipe Group if needed and Valve repair to be done by Valve manufacturer once discovered. County to supply all pipe and fittings. | Palm Beach County WUD | Craig Moyer | (561) 493-6000 | cmoyer@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 37,150.00 | Feb-18 | Mar-18 |
| Southern & Arden Emergency | Excavation, exposure and repair of 18" C900 PVC FM which Ruptured, at approximately 10' depth. | Palm Beach County WUD | Conrad Thirbenny | (561) 493-6000 | cthirbenny@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 35,550.00 | Mar-18 | Apr-18 |
| Pahokee Waste Water Plant | Stop leak around effluent pipe in basin at the Pahokee WWTP | Palm Beach County WUD | David Guerrero | (561) 493-6000 | dguerrero@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 4,925.00 | Nov-18 | Dec-18 |
| Turnpike and Roebuck Rd | Repair of Damaged 16" Water Main that was hit by and HDD Contractor | Palm Beach County WUD | Don Stiles | (561) 493-6000 | dstiles@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 97,600.00 | Oct-18 | Oct-18 |
| WAM 14" Inside Sludge Pump Station 2 Lower Level | | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 10,000.00 | Feb-19 | Feb-19 |
| WAM 24" ETPS - Outside | | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 10,000.00 | Feb-19 | Feb-19 |
| Belle Glade Waste Water Plant | Stop leak around effluent pipe in basin at the Pahokee WWTP | Palm Beach County WUD | Jarvis Gulley | (561) 493-6000 | jgulley@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 11,685.00 | Feb-19 | Apr-19 |
| Haverhill Rd & Roebuck Rd. | Emergency Watermain Break at Haverhill and Roebuck Rd - Saturday | Palm Beach County WUD | Craig Moyer | (561) 493-6000 | cmoyer@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 36,508.00 | Mar-19 | Apr-19 |
| S. Military Trail South of Sunny Lane Ave | Repair the Force Main running East to West across Military Trail South of Sunny Lane Avenue. Removal of existing failed force main from existing casing and installation of new force main piping in existing casing | Palm Beach County WUD | Craig Moyer | (561) 493-6000 | cmoyer@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 70,904.00 | Apr-19 | Jun-19 |
| Belle Glade Waste Water Plant | Clean, Sandblast and Coat Grit Separator Tanks | Palm Beach County WUD | Jarvis Gulley | (561) 493-6000 | jgulley@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 17,605.00 | Apr-19 | Jul-19 |
| Hagan Ranch WWTP | Flow Meter Replacement on 12" (AB4 A) | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 10,000.00 | Apr-19 | Jul-19 |
| Hagan Ranch WWTP | Flow Meter Replacement on 24" (ETPS) | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 10,000.00 | Apr-19 | Jul-19 |
| Hagan Ranch WWTP | Flow Meter Replacement on 24" (ETPS) | Palm Beach County WUD | William Moreno | (561) 493-6000 | wmoreno@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 4,393.76 | Apr-19 | Jul-19 |
| Pahokee Waste Water Plant | Stop leak around effluent pipe in basin at the Pahokee WWTP | Palm Beach County WUD | Jarvis Gulley | (561) 493-6000 | jgulley@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 3,590.00 | Jun-19 | Jul-19 |
| L-38 WM Aerial Crossing Repair | Repair of Damaged 18" Aerial WM Which blew out at edge of canal bank. Repair includes rip rap on only one side of canal, only on water main, no dredging included. Sod for golf course property affected and immediate canal embankment only, not entire entry to site. | Palm Beach County WUD | Jim Nelson | (561) 493-6000 | jsnelson@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 119,450.00 | May-19 | Aug-19 |
| L-38 WM Aerial Crossing Repair (North Side) | Repair of Damaged 18" Aerial Water Main and Force Main Crossing on the North side. Repair includes rip rap on only North side of canal, no dredging included. Restoration for property affected and immediate canal embankment only, not entire entry to site. | Palm Beach County WUD | Jim Nelson | (561) 493-6000 | jsnelson@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 123,550.00 | May-19 | Aug-19 |
| Pahokee Waste Water Plant | Stop leak around effluent pipe in basin at the Pahokee WWTP | Palm Beach County WUD | Jarvis Gulley | (561) 493-6000 | jgulley@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 3,590.00 | Jul-19 | Sep-19 |
| Pahokee Waste Water Plant | Stop leak around effluent pipe in basin at the Pahokee WWTP | Palm Beach County WUD | Jarvis Gulley | (561) 493-6000 | jgulley@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 3,590.00 | Jul-19 | Sep-19 |
| LS 151 Gravity Repair | Remove and replace approximately 33 LF of 8" gravity sewer 11' deep in front of LS 151 on Orleans Ct. Line Remaining 8" influent gravity from terminal MH to Wet Well to be CIPP Lined | Palm Beach County WUD | Don Stiles | (561) 493-6000 | dstiles@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 67,600.00 | Aug-19 | Sep-19 |
| Sanitary Sewer - Mulberry | Manhole rehabilitation including installation of 580 VF of CIP or Spray Manhole Liner (poly-liner or equal) in 102 manholes Point Repairs of 24 existing sanitary sewer lines; By-pass pumping; Bench repair; Chimney seal manholes; Replacement of manholes; Installation of cured-in-place-pipe; | City of Mulberry | Roger Homann | (863) 425-1125 | Rholmann@cityofmulberrtfl.com | 104 South Church Ave, Mulberry, FL 33860 | $ 4,912,591.00 | Mar-18 | Nov-19 |
| Manhole Rehabilitation | Manhole Rehabilitation | Fort Pierce Utilities Authority | Mark Kobbe | (772) 466-1600 | mkobbe@fpua.com | PO BOX 3191 FORT PIERCE, FL 34948-3191 | $ 186,292.44 | May-17 | |
| Lift Station # 38 | Lift Station # 38 | City of Bradenton | Kim Clayback | 941.708.6300 x224 | Kim.Clayback@cityofbradenton.com | 1411 9th St W Bradenton, FL 34205 | $ 29,860.00 | Nov-17 | |
| Rehab 8 Lift Stations | Rehab 8 Lift Stations | City of Altamonte Springs | Karen McCullen | (407) 571-8639 | KMcCullen@altamonte.org | 968 Keller Road, Altamonte Springs, FL 32714 | $ 491,037.50 | Dec-17 | Sep-18 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Hibiscus & Baynon | Provide pipe cleaning , CCTV and dewatering | City of Delray Beach | Jeffery Needle | (561) 243-7000 | needlej@mydelraybeach.com | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 90,000.00 | Mar-18 | Mar-18 |
| Park Avenue | Clean, TV and Cipp Line 30" RCP Pipe under Park Avenue | Town of Lake Park | Richard Scherle | (561) 881-3345 | rscherle@lakeparkflorida.gov | 535 Park Ave, Lake Park, FL 33403 | $ 63,123.00 | Jan-18 | Feb-18 |
| Storm Water Video Inspections | Video inspection and documentation of storm water basin 3 | Town of Lake Park | Richard Scherle | (561) 881-3345 | rscherle@lakeparkflorida.gov | 535 Park Ave, Lake Park, FL 33403 | $ 46,006.64 | Mar-18 | May-18 |
| Cypress Drive 60" CCTV | Confined Space Entry and Televise 60" Storm Line | Town of Lake Park | Richard Scherle | (561) 881-3345 | rscherle@lakeparkflorida.gov | 535 Park Ave, Lake Park, FL 33403 | $ 107,360.00 | Jun-18 | Aug-18 |
| Lift Station 57 and 66 | Gravity sewer main cleaning & CCTV, Installation of 5,517 LF of 8" CIPP lining | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 174,673.81 | | |
| Cleaning, TV & Lining Services | | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 193,294.56 | Feb-18 | |
| Lift Station 065 Main Lining PO #48742 | Gravity sewer main cleaning and TV inspections, install 8", 10" & 12" CIPP Liner | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 454,093.51 | Sep-18 | Jan-19 |
| Manhole Rehabilitation Services | Repair sewer manholes | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 63,398.93 | Nov-19 | Dec-19 |
| Penn Park Main Lining | Main line cleaning, TV inspection & lining services | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 273,866.95 | Dec-18 | Oct-19 |
| Jupiter Harbor - LS #97 Basin | Clean Tv and Line all 8" clay lines within the LS #97 basin, in the Jupiter Harbor Community | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 67,672.96 | Oct-19 | Oct-19 |
| Lift Station #58 - Main Lining Services | Cleaning, Televising & lining of 415 LF of 8" CIPP, 590 LF of 15" CIPP | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 38,600.33 | Jun-19 | Oct-19 |
| LRD-Jupiter-MH Rehab #2 | Manhole rehabilitative services | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 90,000.00 | Oct-19 | Oct-19 |
| Lift Station #001 - Main Lining Services @ Circle West Road | Gravity sewer main cleaning & TV inspections 6" - 12", install 10" CIPP lining | City of Loxahatchee | Kris Dean | (561) 747-5700 | kris.dean@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 13,340.00 | Aug-19 | |
| Repairs to existing 42" storm drain at PBIA | Drainage Repairs and replacement of one section of 42" pipe in the parking lot at PBIA. Separate pricing to line pipe after repair to prevent future failures will also be provided. | Palm Beach County | William Humber | (561) 324-9155 | whumber@pbia.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 48,100.00 | DO Pending | |
| PBIA Airport Parking Lot | Drainage Improvements and Installation per project scope. Does not include any P Top Removal. Pipe Lining, plugging, cctv pre and post, dewatering of pipe(s). | Palm Beach County | William Humber | (561) 324-9155 | whumber@pbia.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 59,371.00 | DO Pending | |
| PBIA Airport Parking Lot | Drainage repair in employee parking lot. Removal and replacement of approx. 360 LF of 38"x24" elliptical pipe and restoration | Palm Beach County | Matt Taylor | (561) 616-6800 | mtaylor@pbia.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 67,200.00 | Oct-19 | Nov-19 |
| MH and LS Rehabilitation | Rehabilitation to manholes in Sebring | City of Sebring | Jim Jackson | (561) 640-3503 | | 454 North Franklin, Sebring, FL 33870 | $ 54,012.16 | Feb-18 | |
| Lift Station 73 & 88 Rehabilitation | Rehabilitation of two wastewater lift stations | City of West Palm Beach | Luis Perez | (561) 822-2100 | lperez@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 432,715.82 | May-19 | |
| FPUA 20 MH's | Annual manhole rehabilitation | Fort Pierce Utilities Authority | Tom Driskell | (772) 466-1600, Ext. 5515 | tdriskell@fpua.com | 500 Boston Ave, Fort Pierce, FL 34950 | $ 74,649.72 | Dec-18 | |
| FPUA 5 MH's End of Fiscal 19 | Annual manhole rehabilitation | Fort Pierce Utilities Authority | Tom Driskell | (772) 466-1600, Ext. 5515 | tdriskell@fpua.com | 500 Boston Ave, Fort Pierce, FL 34950 | $ 28,627.26 | Aug-19 | |
| Canoe Creek Subdivision Drainage | Approx. 420 LF of 15" - 24" CIPP lining | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 99,764.00 | Jul-18 | Sep-18 |
| Infrastructure Construction - Delmar St 36in | SE Delmar Street Pipe Replacement - 36in RCP | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 54,915.00 | Aug-19 | Aug-19 |
| Infrastructure Construction - SE Lanham Exfiltration | SE Lanham St - 18" Exfiltration Trench | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 37,280.00 | Aug-18 | Jan-19 |
| SE Indian Street CIPP | 180 LF of 48 CIPP lining | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 52,980.00 | Oct-18 | |
| Gomez and Soundings CIPP | 108 LF of 30" CIPP lining | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 13,500.00 | Oct-18 | |
| Palm Lake Park Neighborhood Drainage | 1200 LF of 28"-42" CIPP lining, installation of 18"-48" RCP, removal and replacement of structures including headwall, driveways and drain structures, televising of pipe | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 1,075,076.00 | May-18 | Jun-19 |
| Sugar Hill Outfall | 470 LF of 24" CIPP lining | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 49,290.00 | Dec-18 | |
| NE Jensen Beach CIPP | SE Jensen Beach Blvd and Savannah Rd - 60" Inspection and Joint Repair | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 29,080.00 | Mar-19 | Apr-19 |
| Salerno Rd Camera Inspection | SE SALERNO ROAD EAST OF US1 CAMERA INSPECTION | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 6,510.00 | Feb-19 | |
| SW Murphy Road Liner | 24"-36" CIPP Lining | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 32,040.00 | Mar-19 | |
| Rio Nature Park Stabilization | | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 27,250.00 | Aug-19 | |
| SW Carl Metz Ln | 24" CIPP | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 46,050.00 | Oct-19 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| NE Barbara Dr | 24" CIPP | Martin County | Ken Vreeland | (772) 288-5430 | kvreelan@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 35,410.00 | Sep-19 | |
| St. Lucie West Main Irrigation Pump Station Replacement | Install pumps, motors, fillers, piping, fittings, valves, meters, electrical gear, conduits, wiring, panels and concrete slabs. Demolition of existing pumps, motors, electrical panels, piping, valves and filters/filter housing | St. Lucie West Services District | Joshua C. Miller | (321) 622-4646 | jmiller@slwsd.org | 450 S.W. Utility Drive Port St. Lucie, Florida, 34986 | $ 921,194.81 | Sep-18 | Nov-19 |
| Lift Station Rehabilitation Project A Bid Package 2 | Furnish all necessary services for the rehabilitation of thirty (30) lift stations in Palm Beach County WUD service area | Palm Beach County WUD | Duane Palumbo | (561) 493-6000 | dpalumbo@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 4,830,000.00 | Oct-18 | |
| Lift Station #40 Removal & Disposal & Replacement of Top Slab | Removal, Disposal and Replacement of Existing Top Slab and Hatch with new Top Slab and Traffic Rated Hatch System | City of Deerfield Beach | Timothy Martin | 954-480-4403 | TMartin@deerfield-beach.com | 200 Goolsby Boulevard Deerfield Beach, Fl 33442 | $ 9,300.00 | Apr-18 | |
| Sykes Creek Regional WWTF RASWAS Pumping System Rehabilitation | Removal and replacement of the Return Activated Sludge (RAS) and three of the Waste Activated Sludge (WAS) pumps | Brevard County | Craig Helping | (321) 617-7390 | craig.helpling@brevardfl.gov | 2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940 | $ 1,030,000.00 | Jan-19 | Sep-19 |
| Manhole Rehabilitation | Rehabilitate manholes across the City | City of Deerfield Beach | Timothy Martin | 954-480-4403 | TMartin@deerfield-beach.com | 200 Goolsby Boulevard Deerfield Beach, Fl 33442 | $ 38,595.63 | Apr-19 | |
| Lands End & Spoonbill Road | line the entire pipe, 160 LF of 15" CIPP will be installed. | Town of Manalapan | | 561-383-2543 | | 600 S Ocean Blvd. Manalapan, FL 33462 | $ 17,500.00 | Nov-18 | |
| Rehabilitation and Infrastructure Repair | Water supply groundwater sewage treatment | City of Deerfield Beach | Spencer Britt | (561) 243-7164 | britt@mydelraybeach.com | 200 Goolsby Boulevard Deerfield Beach, Fl 33442 | $ 185,000.00 | Dec-17 | |
| Sewer Main Lining Group 1 | Water supply groundwater sewage treatment | City of Deerfield Beach | Spencer Britt | (561) 243-7164 | britt@mydelraybeach.com | 200 Goolsby Boulevard Deerfield Beach, Fl 33442 | $ 275,000.00 | Jan-19 | |
| 300 N Courtenay Lateral | Replace Lateral at 300 N Courtenay Parkway according to plan sheet provided June 2018 | Brevard County | Louis Braafladt | (321) 617-7390 | Louis.Braafladt@brevardfl.gov | 2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940 | $ 44,700.00 | Aug-18 | Sep-19 |
| Legacy Cove Manhole Rehab | Coat manhole 4' round, chemical grouting, benching manholes | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 45,710.00 | Jan-19 | |
| Leilani Heights | Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 25,900.00 | Feb-19 | |
| Port Salerno Village | Coat manhole 4' round, chemical grouting, benching manholes | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 13,380.00 | Feb-19 | |
| Port Sewall Manhole Rehab | Coat manhole 4' round, chemical grouting, benching manholes | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 15,900.00 | Sep-19 | |
| Mariner Sands Manhole Rehab | Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 33,900.00 | Oct-19 | |
| Miles Grant Manhole Rehab | Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 24,950.00 | Oct-19 | |
| The Estuary Manhole Rehab | Raise 23" manhole ring, coat manhole 4' round, chemical grouting, benching manholes 4' round | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 23,460.00 | Oct-19 | |
| Martin-Pinelake Village MH Rehabilitation | Coat manhole 4' round, chemical grouting, benching manholes | Martin County | Phillip Olivia | 772-214-5394 | poliva@martin.fl.us | 2401 SE Monterey Road, Stuart, FL 34996 | $ 9,100.00 | Oct-19 | |
| Lift Station 10 Drycan Conversion | | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 102,022.50 | Jul-19 | |
| Stormwater Pipe Lining - Cove Lane | | City of Largo | Brian Highnote | (727) 587-6713 X4402 | bhighnot@largo.com | 201 Highland Avenue Largo, FL 33779-0296 | $ 29,255.00 | Sep-19 | |
| Lift Station No. 2 | Sanitary Sewer Basin 2 and Inflow & Infiltration Abatement pipe lining rehabilitation | City of Largo | Brian Highnote | (727) 587-6713 X4402 | bhighnot@largo.com | 201 Highland Avenue Largo, FL 33779-0296 | $ 1,392,443.69 | Nov-19 | |
| Lift Station 980 Top Slab | Lift Station 80 Top Slab, Repair, Removal and New Slab Installation | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 8,700.00 | Sep-18 | On Going |
| Lift Station #21 Pipe Repair | | City of Lauderhill | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 14,070.00 | May-19 | |
| 12" WM Valve Replacement | All materials, fittings, line stops, restraints to complete the work. Installation of (4) - 12" Line stops on an AC water main. Removal and Replacement of (4) - 12" gate valve and (1) - 12" cross. Bell restraints to be placed on AC Main 3 joints past line stop in each. direction. All Restoration included (Sod and Sidewalk) (No Asphalt Anticipated)No As Builts, Permits, Bonds, Etc. included. Assumes all lines can be shutdown without impact | City of Lauderhill | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 118,345.00 | PO PENDING | |
| Lift Station #44 | Emergency Bypass and Valve Replacement | City of Lauderhill | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 20,000.00 | Oct-19 | |
| Lift Station #53 | Emergency Rail System Replacement - Repipe in Well ONLY ACTIVITY | City of Lauderhill | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 43,100.00 | Nov-19 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Mangonia - Driftwood Street | Vac Truck & Dumping | Mangonia Park | Roosevelt Jones | (561) 848-1235 | rjones@townofmangoniapark.com | 1755 E Tiffany Drive Mangonia Park, FL 33407 | $ 2,050.00 | Oct-18 | |
| Pescayo Village-Marathon, Sanitary Sewer Inspection | | Aramis Alvarez Architect | | | | 1237 S Alhambra Circle Coral Gables, FL 33146 | $ 9,452.50 | Oct-18 | |
| Osceola Force Main Rerouting | | Seminole Tribe of Florida | James Jackson | (954) 894-1060 | jamesJackson@semtribe.com | 3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021 | $ 104,861.56 | May-19 | Aug-19 |
| Hollywood 8" FM Connection | | Seminole Tribe of Florida | James Jackson | (954) 894-1060 | jamesJackson@semtribe.com | 3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021 | $ 73,147.95 | Mar-19 | Apr-19 |
| 16" Water Main Loop Disinfection | Provide potable water on the Hard Rock Casino Facility by certifying existing 16-inch water main loop. The attachments delineate the procedure disinfecting and certifying the water main loop in two separate phases | Seminole Tribe of Florida | James Jackson | (954) 894-1060 | jamesJackson@semtribe.com | 3107 NORTH STATE ROAD No. 7 HOLLYWOOD, FL 33021 | $ 71,878.60 | Jul-19 | |
| Abandonment of Kent Pump Station PS-05 | Installation of a new sanitary sewer system along Kent Avenue, Sussex Avenue and across Kirk Road. It also consists of the abandonment of the Kent Pump Station | Village of Palm Springs/Exkler Engineering Inc. | Oscar L. Rubio | 954.510.4700 | orubio@ecklerengineering.com | 4700 Riverside Drive, Suite 110, Coral Springs, FL 33067 | $ 567,715.89 | Jun-19 | Oct-19 |
| ESU98-R0 - FDOT | Inspection, desilting, videoing, repair and replacement of drainage facilities | Florida Department of Transportation | Andrea Velasquez | 332-634-6069 | andrea.velasquez@dot.state.fl.us | 719 S. Woodland Blvd. Deland, FL 32720 | $ 300,000.00 | Feb-19 | |
| EWRF In-Plant PS Replacement | Furnishing and installation of 47 HP Flight or ABS submersible pumps, construction of a new 12 feet diameter wet well, furnishing and installation of the above ground piping manifold with appurtenances, installation of 65 feet 16" PVC force main and 48 feet 24" gravity sewer and conversion of existing pump station into gravity sewer manhole. | Orange County | Terra Reffitt | (407) 836-5644 | Terra.Reffitt@ocfl.net | 400 E. South Street; 2nd Floor, Orlando, FL 32825 | $ 1,323,642.00 | Apr-19 | |
| Sanitary Sewer Collection System Rehab Project Phase 2 | Rehabilitation of the existing gravity sewer collection system including: Installation of CIPP, reinstatement of service line connections, sewer later replacement, sewer later lining, point repairs, rehabilitation of manholes, cleanout installations and site restoration | Palm Beach County WUD | Frantz Fenelon | 561-493-6123 | FFenelon@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 3,113,950.00 | Jun-19 | |
| Emer - Storm Drain Cleaning | General construction services associated with the rehabilitation of operating lift stations located in northern Palm Beach County and southern Martin County. Work to be performed includes demolition and removal of existing piping, fittings, valves and structures and installation of new piping, fittings, valves, structures, resetting existing pumps, rehabilitation of interior walls, relocation and/or installation of electrical equipment and all general site work | Loxahatchee River District | Joe Jesteadt | 561-747-5700 | Joe.Jesteadt@lrecd.org | 2500 Jupiter Park Dr., Jupiter FL 33458 | $ 495,990.00 | Aug-19 | |
| CIPP Lining | CIPP lining to the 10" DIP at Tierra Verde ad to the 10" Clay Pipe at SW Anchorage Way | City of Stuart | Chad Herzog | 772-288-5320 | cherzog@ci.stuart.fl.us | 121 SW Flagler Ave. Stuart, Florida 34994 | $ 10,566.32 | Dec-18 | |
| E Madison Ave | 8" CIPP lining and installation of manhole coating | City of Stuart | Chad Herzog | 772-288-5320 | cherzog@ci.stuart.fl.us | 121 SW Flagler Ave. Stuart, Florida 34994 | $ 44,948.91 | Sep-19 | Sep-19 |
| Colorado Ave | Installation of 10" gravity sewer & CIPP lining | City of Stuart | Chad Herzog | 772-288-5320 | cherzog@ci.stuart.fl.us | 121 SW Flagler Ave. Stuart, Florida 34994 | $ 8,034.19 | Oct-19 | |
| Coating of Sanitary Lift Station & Reclaimed Water Stations | This project comprises the surface preparation and coating of above ground pipe, fittings and appurtenances for seven (7) sanitary sewer lift stations and five (5) reclaimed water stations | Seacoast Utility Authority | Brent Weidenhamer | (561) 627-2900 | bweidenhamer@sua.com | 4200 Hood Road, Palm Beach Gardens, Florida 33410 | $ 57,400.00 | Feb-19 | |
| (SWRUSA) Inflow and Infiltration Project Phase 1A | Furnish all labor, materials, supervision, and equipment necessary to perform all operations required for the proper rehabilitation of Cured-In-Place (CIPP) lining of the 8-inch, 10-inch, and 12-inch diameter sewers in the subdivisions | Polk County | Ari Goldstein | 863-534-6757 | AriGoldstein@polk-county.net | 330 West Church Street, Room 150, Bartow, FL 33831 | $ 889,117.00 | May-19 | |
| Civil Surv - Polk County - Cleaning,TV Phase II Assesment | Gravity sewer cleaning and gravity sewer manhole cleaning services | CivilSurv Design Group, Inc., Polk County | Craig Fuller | 863-646-4771 | cfuller@civilsurv.com | 2525 Drane Field Road, Suite 7 Lakeland, FL 33811 | $ 98,220.50 | Apr-19 | |
| Pump Station C-1 | Perform sanitary sewer cleanong and CCTV per NASSCO specifications | City of Fort Lauderdale | Terrance Bray/Jud Hopping | 954-828-7855 | Terrance Bray/Jud Hopping | 949 NW 38th St., Fort Lauderdale, FL 33309 | $ 85,492.90 | Mar-19 | |
| Pump Station C-2 | Perform sanitary sewer cleanong and CCTV per NASSCO specifications | City of Fort Lauderdale | Terrance Bray/Jud Hopping | 954-828-7855 | Terrance Bray/Jud Hopping | 949 NW 38th St., Fort Lauderdale, FL 33309 | $ 116,391.00 | | |
| Pump Station D-35 | Perform sanitary sewer cleanong and CCTV per NASSCO specifications | City of Fort Lauderdale | Terrance Bray/Jud Hopping | 954-828-7855 | Terrance Bray/Jud Hopping | 949 NW 38th St., Fort Lauderdale, FL 33309 | $ 28,690.00 | | |
| Pump Station D-36 | Perform sanitary sewer cleanong and CCTV per NASSCO specifications | City of Fort Lauderdale | Terrance Bray/Jud Hopping | 954-828-7855 | Terrance Bray/Jud Hopping | 949 NW 38th St., Fort Lauderdale, FL 33309 | $ 46,485.00 | | |
| Pump Station E-5 | Perform sanitary sewer cleanong and CCTV per NASSCO specifications | City of Fort Lauderdale | Terrance Bray/Jud Hopping | 954-828-7855 | Terrance Bray/Jud Hopping | 949 NW 38th St., Fort Lauderdale, FL 33309 | $ 74,548.10 | | |
| Pump Station E-6 | Perform sanitary sewer cleanong and CCTV per NASSCO specifications | City of Fort Lauderdale | Terrance Bray/Jud Hopping | 954-828-7855 | Terrance Bray/Jud Hopping | 949 NW 38th St., Fort Lauderdale, FL 33309 | $ 76,542.00 | | |
| 3119 Cormorant Road, Delray Beach | Repair assumed broken pipe in rear yard at 3119 Cormorant Road, excavate location of sinkhole to expose pipe, pick up end of pipe in canal, realign pipe at sinkhole location, pour a concrete collar around pipe and backfill and re-sod area. Place rip rap rock underneath pipe at outfall to support pipe in future. | City of Delray Beach | Jeffery Needle | 561-243-7000 | needlej@mydelraybeach.com | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 15,032.00 | Jun-19 | |
| SE 8th Court Drainage and Outfall Installation | Storm rain cleaning repair and sludge removal services | City of Delray Beach | Jeffery Needle | 561-243-7000 | needlej@mydelraybeach.com | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 115,056.00 | May-19 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Delray Racquet Club/Jaeger Pipe Repair | Install 21" plug and Dewater approx 255' of 21" CMP pipe. (two segments), Clean and CCTV approx 255' of 21" CMP pipe to assess condition and damage in area of collapse. Provide point repair to area of collapsed pipe if conditions allow. Completion of this repair has mulitplied due to the discovery of a Fiber optic line running in and out of the storm pipe 11' deep and 20' long. | City of Delray Beach | Jeffery Needle | 561-243-7000 | needlej@mydelraybeach.com | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 77,243.00 | Jun-19 | |
| NE 1st Court Wastop Installation | Install 15" Wastop Check Valve Inside exiting RCP Pipe @ NE 1st Court Outfall | City of Delray Beach | Jeffery Needle | 561-243-7000 | needlej@mydelraybeach.com | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 7,255.00 | Jun-19 | |
| Price Street lift Station Rehab - (New Discharge Piping) | Replace two 4" DIP DIP discharge lines from the well to the check valves | Village of Palm Springs | Andy Klausner | (561) 965-4013 | aklausner@vpsfl.org | 226 Cypress Lane Palm Springs, FL 33461-1699 | $ 5,000.00 | May-19 | |
| Emergency point Repair - Lake Clarke Gardens | Emergency sewer repair in Lake Clarke Gardens. Cracked sewer line that is 9' below the Lift Station and a manhole directly to the north. | Village of Palm Springs | Andy Klausner | (561) 965-4013 | aklausner@vpsfl.org | 226 Cypress Lane Palm Springs, FL 33461-1699 | $ 53,182.00 | Jun-19 | |
| Gravity System Improvements Packages 15,19,20,21,22 | Installation of cured-in-place pipe (CIPP) lining for existing gravity sanitary sewers; lining existing manholes; and seal and coating existing manholes. | Orange County | Paul Oliver | 407-836-5696 | paul.oliver@ocfl.net | 400 E. South Street; 2nd Floor, Orlando, FL 32825 | $ 2,571,471.00 | Jun-19 | |
| Palmetto Drive Stormwater Improvements | provide stormwater infrastructure improvements, replacement of reinforced concrete pipe, installation of cure-in-place pipe, and estoration of any disturbed roadway and sidewalks | Town of Lake Park | Howard Butts | 561-722-9379 | hbutts@townoflakepark.gov | 535 Park Avenue Lake Park, FL 33403 | $ 68,755.00 | Apr-19 | |
| CIPP Culvert Lining Project | Cured-in-Place Culvert Lining | Santa Rosa County | Glenn F. Bailey | 805-981-7127 | GlennB@santarosa.fl.gov | 6075 Old Bagdad Hwy.Milton, Florida 32583 | $ 315,400.00 | Jun-19 | |
| Near 95th Ave and 50th Court- Cooper City | 2,607 LF of 8" CIPP lining, reinstate later after CIPP installation, grout and test lateral connection | City of Cooper City | Chad Bergeron | 954-434-5519 | Cbergeron@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 77,018.00 | Oct-19 | |
| SW 88th Terr.- Cooper City | Install cured-in-place mainline liner, 8" X 6MM. Reinstate lateral after CIPP installation, grout and test lateral connection, CIP Lining, 6"-8" fullcircle main connection, 4" or 6" X 4.5MM, Minimum 10'. Lateral Liner 4"-6" X 4.5 MM, Beyond 10' Sewer Lateral TV Inspection 6" to 8" main (Up to 30') Sewer Lateral TV Inspection 6" to 8" main (beyond 30') Bypass Pumping (8-inch and 10-inch), requires owner approval-Estimated | City of Cooper City | Chad Bergeron | 954-434-5519 | Cbergeron@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 163,380.00 | Dec-19 | |
| North, East, South and West Point Dr - Rock Creek - Cooper City | Rehabilitation of 10 Manholes in the Rock Creek Neighborhood | City of Cooper City | Chad Bergeron | 954-434-5519 | Cbergeron@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 22,800.00 | Nov-19 | |
| River Ridge Point Repair | Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included All Inspections and reports to be produced per NASCCO PACP standards. | KLOO Management, LLC | Cherylynn Pannebecker | 561-747-0122 | cherylynnnrrhoa@earthlink.net | 18600 County Line Road, Tequesta, FL 33469 | $ 18,250.00 | Mar-19 | |
| Utility Repairs | Utility Repair Services on an as needed basis, both emergency and non-emergency work on the utility infrastructure owned and operated by the CITY, under a continuing services contract. The work shall generally consist of emergency and non-emergency repairs to the CITY's utility infrastructure which includes the water distribution system, the sanitary sewer (wastewater) collection system, stormwater system and associated street repair and restoration | City of Weston | Jose Casio | 954-385-2600 | jcasio@westonfl.org | 17200 Royal Palm Blvd, Weston, FL 33326 | $ 200,000.00 | Jan-20 | |
| Sewer Gravity Main Lining | Sewer Gravity Main Lining | City of Naples | Andrew Holland | 239-213-5001 | aholland@naplesgov.com | 380 Riverside Cir Naples, FL 34102 | $ 310,000.00 | Jul-19 | |
| Pipe Lining to Damaged Storm Drain | Line Damaged stormwater pipes in public ROW or easements at 5 locations | City of Naples | Andrew Holland | 239-213-5001 | aholland@naplesgov.com | 380 Riverside Cir Naples, FL 34102 | $ 50,311.00 | Aug-19 | |
| Storm Line Damaged | Line 160 feet of pipe in ROW at 520 Harbour Dr | City of Naples | Andrew Holland | 239-213-5001 | aholland@naplesgov.com | 380 Riverside Cir Naples, FL 34102 | $ 10,420.00 | Sep-19 | |
| Storm Line Damaged | line damaged stormwater pipe at 3rd St S and Broad Ave S which is causing sinkhole | City of Naples | Andrew Holland | 239-213-5001 | aholland@naplesgov.com | 380 Riverside Cir Naples, FL 34102 | $ 9,900.00 | Sep-19 | |
| Stormwater Pipe Lining | Stormwater Pipe lining @ 3 locations | City of Naples | Andrew Holland | 239-213-5001 | aholland@naplesgov.com | | $ 34,810.00 | Dec-19 | |
| Emer Pump CIPP | Bernie's Lift Station Emergency Pumping Emergency Pumping | Town of Mangonia Park | Roosevelt Jones | (561) 848-1235 | rjones@townofmangoniapark.com | 1755 East Tiffany Drive Mangonia Park, FL 33407 | $ 3,150.00 | Feb-19 | |
| Cured-In-Place Pipe Sanitary Sewer Rehabilitation | 8" - 15" CIPP lining, CCTV & bypass pumping Sanitary Sewer | Emerald Coast Utilities Authority | Justin Midgette | (850) 969-5825 | justin.midgette@ecua.fl.gov | 1755 East Tiffany Drive Mangonia Park, FL 33407 | $ 240,000.00 | Nov-19 | |
| Cured-In-Place Pipe Sanitary Sewer Rehabilitation | 8" CIPP & CCTV Sanitary Sewer | Emerald Coast Utilities Authority | Justin Midgette | (850) 969-5825 | justin.midgette@ecua.fl.gov | | $ 86,100.00 | Feb-20 | |
| Cured-In-Place Pipe Sanitary Sewer Rehabilitation | Sanitary sewer clening & CCTV | Emerald Coast Utilities Authority | Justin Midgette | (850) 969-5825 | justin.midgette@ecua.fl.gov | | $ 143,000.00 | Feb-20 | |
| Cortez, Florida- Harbour Town Estates | Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards | Harbour Landings Estates | Mike Bishop | 941-870-5600 | mikebishop@verizon.net | 4014 Commodore Blvd, Cortez, FL 34215 | $ 7,362.00 | Apr-19 | |
| Cortez, Florida- Harbour Landings Estates | Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards | Harbour Landings Estates | Mike Bishop | 941-870-5600 | mikebishop@verizon.net | 4014 Commodore Blvd, Cortez, FL 34215 | $ 4,514.00 | Jun-19 | |
| Cortez, Florida- Harbour Landings Estates | Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards | Harbour Landings Estates | Mike Bishop | 941-870-5600 | mikebishop@verizon.net | 4014 Commodore Blvd, Cortez, FL 34215 | $ 10,542.00 | Oct-19 | |
| Cortez, Florida- Harbour Town Estates | Clean & CCTV Sewer lines per NASSCO PACP Standards-MOT Included, All Inspections and reports to be produced per NASCCO PACP standards | Harbour Landings Estates | Mike Bishop | 941-870-5600 | mikebishop@verizon.net | 4014 Commodore Blvd, Cortez, FL 34215 | $ 14,203.00 | PO PENDING | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Original Section Drainage Improvements Phase 5 | Drainage improvements within the alleys between Fleming Boulevard and Jackson Avenue, as well as the portion of Biscayne Drive where the alleys intersect Biscayne Drive and within a portion of the LWDD L-11 Canal; The removal of dinage piping and structures; the installation of new drainage piping and structures; and restoration | City of Greenacres | Zach Gamble | (954) 739-6400 | zgamble@craventhompson.com | 5800 Melaleuca Lane, Greenacres, Florida 33463 | $ 165,533.00 | Jun-19 | |
| E-1 Pump Station Improvements | Furnish all la bor and materials necessary to construct all improvements at E-1 lift station as depicted on the plans and in these specifications to provide a complete and functional system. Bypass pumping will be required | Town of Palm Beach | Jason Debrincat | (561) 227-7027 | jdebrincat@TownOfPalmBeach.com | 951 Old Okeechobee Road, Suite A, West Palm Beach, Florida 3340 1 | $ 247,400.00 | Jun-19 | Dec-19 |
| Lift Station #27, #50 & #2122 | L/S #27 Rehab, LS - 50 - Control Panel WITHOUT DataFlow Equipment -8hp, 3phase, 240v, LS - 2122 - Control Panel WITHOUT DataFlow Equipment -5.3hp, 1phase, 240v | Indian River County | Sean Mcfarland | 772-226-1418 | smcfarland@ircgov.com | 1800 27th Street Vero Beach, FL 32960 | $ 184,100.00 | Oct-19 | |
| Lift Station 62 Emergency Generator | Permit and install a diesel powered emergency standby generator | Loxhatchee River Environmental Control District | Joe Jesteadt | 561-747-5700 | Joe.Jesteadt@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 44,750.00 | Aug-19 | Nov-19 |
| Lift Station 43 Emergency Generator | Permit and install a diesel powered emergency standby generator | Loxhatchee River Environmental Control District | Joe Jesteadt | 561-747-5700 | Joe.Jesteadt@lrecd.org | 2500 Jupiter Park Drive, Jupiter, FL 33458 | $ 35,000.00 | Aug-19 | Nov-19 |
| Forcemain Replacement Project | The Forest Hill Boulevard crossing shall have a minimum inside diameter of 16 inches and includes and air release valve on both sides of the crossing. A secondary main will also need to be relocated via open cut method and tied into the new forcemain. The existing main for the cut-in connections is 16" DIP. The portion of the existing 12" DIP main to be replaced, shall be grout-filled and abandoned. The C-2 Canal crossing shall have a minimum inside diameter of 6 inches and includes and air release valve on one side of the crossing and a tapping connection to the existing main on the other side. The existing main for the cut-in connections is 6" DIP. The existing main for the tapping connections is 12" DIP. The portion of the existing 6" DIP main and aerial crossing to be replaced, shallbe demolished and removed. | Village of Wellington | Shannon R. LaRocque | 561-791-4107 | slarocque@wellingtonfl.gov | 12300 Forest Hill Boulevard, Wellington, FL 33414 | $ 358,417.50 | Sep-19 | |
| Lift Station #31 | | City of Altamonte Springs | Jeff Grant | (407)571-8122 | JGrant@altamonte.org | 225 Newburyport Ave Altamonte Springs FL 32701 | $ 249,289.00 | Oct-19 | |
| Culvert Pipe Replacement - Unit 32 | This project consists of the removal, disposal, re-installation, and restoration of multiple cross drain culvert pipes at sixty-nine (69) locations throughout the City of Palm Bay's Port Malabar Unit (PMU) 32 | City of Palm Bay | Hector Franco | 561-791-4107 | Hector.Franco@palmbayflorida.org | 1050 Malabar Road SW, Palm Bay, FL 32908 | $ 452,636.75 | Aug-19 | |
| Wellington - Piggyback PBC R2019-0216 | Manhole and sewer lining repairs | Village of Wellington | | 561-791-4107 | | 12300 Forest Hill Boulevard, Wellington, FL 33414 | $ 100,000.00 | May-19 | |
| System 58A & Forcemain Replacements | Construction of wastewater force mains, wastewater lift stations and reclaimed water mains | City of Delray Beach | Natasha Tucker | 561-243-7163 | TuckerN@mydelraybeach.com | 100 Northwest 1st Avenue, Delray Beach, FL 33444 | $ 1,472,444.00 | Jan-19 | |
| Water Treatment Plant Generator Interconnect | Entire project is electrical. Running new service feeds to well pumps and tying the generator in to another building for backup power, also includes fire alarm work | City of Lake Worth Beach | Steve Fowler | (561) 575-2005 | stephen.fowler@holtzconsulting.com | 7 North Dixie Highway, Lake Worth Beach, Florida 33460 | $ 352,000.00 | Nov-19 | |
| 888 Intracoastal Drive - 18" FM Repair | Sewer repairs & replacement | City of Fort Lauderdale | Herbert Stanley | 954-828-5933 | hstanley@fortlauderdale.gov | 100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301 | $ 75,830.00 | Nov-19 | Dec-19 |
| Mills Pond Park Gravity Repair | Sewer repairs & replacement | City of Fort Lauderdale | Herbert Stanley | 954-828-5933 | hstanley@fortlauderdale.gov | 100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301 | $ 26,250.00 | Oct-19 | Dec-19 |
| SE 3rd Ave Water Main Replacement | Sewer repairs & replacement | City of Fort Lauderdale | Herbert Stanley | 954-828-5933 | hstanley@fortlauderdale.gov | 100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301 | $ 225,169.00 | Nov-20 | |
| SE 40th Ave & th St. Stormdrain Repair CIPP | Road repairs at SE 40th Ave & 8th St. | Okeechobee County Road Department | | | | 408 NW 2nd St., Okeechobee, FL 34972 | $ 15,804.00 | Jun-19 | Jul-19 |
| Gravity Sewer Main Lining | Gravity sewer main lining in lift stations #12, #13 and #20 basins | City of North Lauderdale | Shani Grant | 954-597-4754 | sgrant@nlauderdale.org | 701 SW 71st Ave., North Lauderdale, FL 33068 | $ 276,000.00 | Jul-19 | |
| Trenchless Pipe Rehabilitation Services - Low Bid On One Structure | Trenchless pipe rehabilitation for Structure 735511 | City of Palm Coast | Carmelo Morales | 386-986-4776 | CMorales@palmcoastgov.com | 160 Lake Ave, Palm Coast, FL 32164 | $ 149,240.00 | Nov-19 | |
| Replacement of Pump Station D-38 | Furnishing of all labor, materials, equipment, services, and incidentals for the additions and modifications of the submersible Pump Station D-38 | City of Fort Lauderdale | Raymond Rammo | 954-828-5990 | rrammo@fortlauderdale.gov | 100 N. Andrews Avenue, 619, Fort Lauderdale, Florida 33301 | $ 662,960.00 | May-20 | |
| 95th Ave. N. Public Utilities Renewal | Labor, material, equipment, hoisting, supercision, startup support, anchors, incidentals, techincal submittals and closeout docs. HGI to provide: Storm sewer cleaning & CCTV for 280 LF of 12" medium cleaning & storm sewer CIPP lining of 280 LF of 12" | Collier County-Subcontract Work for Douglas N Higgins, Inc. | Anthony Silvestri | (305) 292-7889 | asilvestri@higgins-eng.com> | 4485 Enterprise Ave, Naples, FL 34104 | $ 12,320.00 | Aug-19 | Oct-19 |
| Lantana Airport CIPP | Clean, TV and CIPP Line 5 shots of 18" and 24" Storm Drain. 403 LF of 18" and 134 LF of 24". | Sunline Civil Construction | Jimmy Bradley | | | 640 SW Bittern St, Palm City, FL 34990 | $ 44,250.00 | Sep-19 | Dec-19 |
| Kilbourne - Storm CCTV | CIPP of 18" storm line | Kilbourne & Sons Paving | Steve Dolen | 561-498-7040 | | 2201 SW 35th Ave, Delray Beach, FL 33445 | $ 26,900.00 | Sep-19 | |
| Lift Station U-01 | Lift Station rehab to convert existing station from WW/VV Configuration to Above ground valves | Brevard County | Robert Edmiston | (321) 617-7390 | robert.edmiston@brevardfl.gov | 2725 Judge Fran Jamieson Way, A-213, Melbourne, FL 32940 | $ 78,500.00 | Jan-20 | |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Emergency Flood Control Pumping | Emergency pumping for flood control on the Federal Aid Highway segments as well as local roads and roadways within Brevard, Flagler, Volusia, Marion, Seminole, Sumter, Lake, Orange and Osceola Counties specifically assigned by the Florida Department of Transportation (FDOT), District Five. The Contractor shall provide all labor, materials and equipmen for mobilization, operation and maintenance of a temporary pumping system intended to provide flood relief during or after a hurricane. | Florida Department of Transportation | Jennifer L. Smith | 586-943-5367 | Jennifer.smith2@dot.state.fl.us | 719 S. Woodland Blvd. DeLand, Florida 32720 | $ 1,547,500.00 | Sep-19 | |
| Emergency MLS Bypass | Emergency Mobilization/Demobilization AfterHours (Sunday) and bypass pumping | City of Clewiston | | | | 115 W. Ventura Avenue Clewiston, FL 33440 | $ 6,350.00 | Sep-19 | Oct-19 |
| LS #1 - Emergency CP Replacement | Demo damaged control panel, antenna tower, FPL meter and water service Provide and install new control panel, conduit, wire and pad. Provide and install new 24' Rohn antenna tower and concrete base Provide and install new 200A, 3 Phase meter can and SS disconnect. Provide new FPL service run to handhole Provide and install new antenna and cable. Rewire existing pumps, transducer and floats | City of Lauderhill | Bob Snyder | (954) 730-4225 | rsnyder@lauderhill-fl.gov] | 5581 W. Oakland Park Blvd, Lauder Hill, FL 33313 | $ 68,300.00 | Oct-19 | |
| Haines City 15" | Clean & TV lines, CIPP 258 LF of 15" gravity sewer main | Pospiech Contracting | Gary Bracken | 352-726-3940 EXT. 216 | gbracken@pospiechcontracting.com> | 201 S Apopka Ave, Inverness, FL 34452 | $ 28,402.00 | Oct-19 | Dec-19 |
| 3300 NE 36th St., Ft. Lauderdale,-Coral Ridge Towers East | Pipe cleaning of storm lines | RD Plumbing & Sewer, Inc. | Richard Katz | 954-707-9594 | rich@rdplumber.com | 2442 Andros Lane, Fort Lauderdale, Florida 33312 | $ 13,200.00 | Dec-19 | Dec-19 |
| 10200 W SR 84, Favie FL | Pipe cleaning of storm lines | RD Plumbing & Sewer, Inc. | Richard Katz | 954-707-9594 | rich@rdplumber.com | 2442 Andros Lane, Fort Lauderdale, Florida 33312 | $ 2,841.00 | Dec-19 | |
| Piper Landing Pipe Lining | Clean & TV lines CIPP of 18"-60" | Piper's Landing Yacht & Country Club | | | | 6160 SW Thistle Terrace, Palm City, FL 34990 | $ 118,460.00 | Dec-19 | |
| Taft Street | Asphalt removal and excavation in area of interest. Includes only a 20'x5' area. If further excavation is needed additional costs will be applied. Excavation and exposure of damaged force main pipe, assumed to be 4" or smaller. Anything larger may result in additional costs. Repair Broken force main line, backfill and compact area. Prep site for asphalt application by others. Emergency Mobilization and MOT included. Proposal does not include any bypass pumping, permits, surveying or as-builts. | Noble Properties | Kim Hoglund | 561-389-9549 | KIM@NOBLEP.com | 4280 Professional Center Dr., Suite 100, Palm Beach Gardens, FL 33410 | $ 14,350.00 | Dec-19 | |
| Lift Station C-16 Rehabilitation | Rehabilitation of Lift Station C-16; existing wet well structure needs rehabed & new concrete top installed. All mechanical piping, valves, and electrical equipment to be replaced. | Brevard County | Craig Helping | (321) 633-2089 | Craig.Helpling@brevardcounty.us | 2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940 | $ 207,800.00 | Jul-16 | Oct-16 |
| Lift Station C-05 and Force Main Replacement | Replacement of the existing C-05 Lift Station, including new wet well, twin submersible pumps, electrical and instrumentation, PVC force main installed, modification to existing wet well, and placing out of service a portion of the existing force main. Work includes temporary bypass pumping, piping, valves fittings | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 872,000.00 | Jul-15 | Dec-15 |
| Lift Station M-06 Replacement | installation of new mechanical equipment, piping and appurtenances | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 439,495.00 | Sep-15 | Nov-15 |
| Relocation of Lift Station M-05 Panel | Relining of lift station M-5 | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 6,590.00 | Apr-14 | May-14 |
| LS R1 & R6 | Lift Station rehabilitations | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 20,774.40 | Jan-12 | Mar-12 |
| LS #4 & #47 | High pressure water blasing, bypass, remove and install HDPE risers | City of Altamonte Springs | James Wickert | (407) 57-5860 | Jpwickert@altamonte.org | 950 Calabria Drive, Altamonte Springs, FL 32714 | $ 6,842.00 | Oct-13 | Nov-13 |
| Manhole Rehabilitation 2012 | Manhole rehabilitations | City of Altamonte Springs | James Wickert | (407) 57-5860 | Jpwickert@altamonte.org | 950 Calabria Drive, Altamonte Springs, FL 32714 | $ 13,446.90 | Oct-12 | Sep-12 |
| LS #3 | Rehabilitation & lining | City of Atlantis | Mo Thornton | (562) 965-1744 | mthronton@atlantisfl.gov | 260 Orange Tree Dr, Atlantis, FL 33462 | $ 119,420.00 | Aug-13 | Oct-13 |
| Misc Drainage Repairs | | City of Atlantis | Mo Thornton | (562) 965-1744 | mthronton@atlantisfl.gov | 260 Orange Tree Dr, Atlantis, FL 33462 | $ 66,545.00 | Oct-16 | Nov-16 |
| Manhole Rehabilitation August 2013 | High pressure water blasting, coating, .5" layer build back, reset manhole casting within asphalt, re-construct existing manhole benching | City of Bartow | Ken Absher | 863-534-0100 | kbasher.pw@cityofbartow.net | 450 N Wilson Ave., Bartow, FL 33830 | $ 44,990.76 | Sep-13 | Oct-13 |
| M-20 Lift Station | Rehabilitation of master Lift Station | Brevard County/Merritt Island | Bill Cowan | (321) 617-7390 | bill.cowan@brevardcounty.us | 2725 Judge Fran Jamieson Way, Bldg. C, 3rd Floor, Suite C-303, Viera, FL 32940 | $ 213,250.00 | Feb-11 | Apr-11 |
| Lift Station M-20 | Rehabilitation of Lift Station M-20 | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 158,777.00 | Jan-14 | May-14 |
| Cape Canaveral Lift Station No. 1 Improvements | Rehabilitation of master pump station, lift station No. 1. Rehabilitation of wet well structure inclusive protective coating, & replacement of ALL LS internals including but not limited to rails, pump bases, discharge piping, valves to point where the three pump discharge piping comes into one manifold pipe, bypass pumping installation, and all other incidentals. | City of Cape Canaveral | Lonnie Dunn | (321) 868-1240 | l.dunn@cityofcapecanaveral.org | 601 Thrum Blvd, Cape Canaveral, FL 32920 | $ 164,743.11 | Nov-13 | Apr-15 |
| Replacement of three Return Activated Sludge Pumps (RAS) Pumps | install three (3) Return Activated Sludge (RAS) Pump ends, at the Sellers Water Reclamation Facility | City of Cocoa Utilities | Don Stevens | (321) 433-8744 | rstevens@cocoafl.org | 65 Stone Street, Cocoa, FL 32922 | $ 89,987.00 | Jan-13 | Jul-13 |
| Manhole Rehabilitation | Manhole rehabilitation, 4' lining, excess surface loss, reconstruction of manhole benching, removal of existing coating | City of Cooper City | Kerri Fisher | (954) 454-4300 | | 11791 SW 49 STREET COOPER CITY, FL 33330 | $ 11,480.00 | Oct-14 | Nov-14 |
| Lift Station Rehabilitation Project 2014 | Rehabilitation to various lift stations across the City | City of Coral Gables | Margie Gomez | (305) 460-5103 | mgomez@coralgables.com | 405 Baltimore Way, Coral Gables, FL 33134 | $ 180,508.32 | May-14 | Mar-15 |
| 2014 Rehabilitation of Lift Stations | Rehabilitation of Lift Stations #31, #33, #47 and #52. Converting Lift Stations from Dry Can into duplex submersible LS. | City of Deerfield Beach | Paul Collette | (954) 480-4418 | pcollette@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 444,240.00 | Nov-14 | Apr-15 |
| Manhole Rehabilitation | Rehabilitation of (14) Manholes throughout the City, Rehabilitation of wetwell. | City of Deerfield Beach | Paul Collette | (954) 480-4418 | pcollette@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 23,527.00 | May-13 | Jun-13 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Rehabilitation of Lift Stations 2018 | Rehabilitation of Lift Stations. Converting Lift Stations from Dry Can into duplex submersible LS. | City of Deerfield Beach | Paul Collette | (954) 480-4418 | pcollette@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 376,798.00 | Apr-17 | Aug-18 |
| Lift Station Rehabilitation 2013 | Rehabilitation of lift station #60 | City of Delray Beach | Harold Williams | (561) 243-7161 | hwilliams@ci.delray-beach.fl.us | 100 NW 1st Ave, Delray Beach, FL 33444 | $ 29,750.00 | Jun-13 | Jul-13 |
| Manhole Piggyback | Remove and replace existing 4' diameter manhole with coal tar epoxy coating inside and out and new ring and cover, install bench and invert in the new manhole, remove and replace influent and effluent pipe up to 20' each direction, bypass pumping as needed, and full restoration of the roadway and surrounding area. | City of Delray Beach | Scott Solomon | (561) 243-7161 | ssolomon@ci.delray-beach.fl.us | 434 S. Swinton Avenue, Delray Beach, FL 33444 | $ 25,940.00 | Mar-15 | Nov-14 |
| Lift Station and Manhole Rehabilitation 2014 Project | Lift station and manhole rehabilitation | City of Lake Wales | Rendall Britt | (863) 678-4114 | abuckner@cityoflakewales.com | 201 W. Central Ave. Lake Wales, Florida 33853 | $ 259,644.62 | Apr-14 | Sep-14 |
| South Water Treatment Plant Improvements | Complete demolition of existing WTP and installation of new prefab pumping station, above ground storage tank, 2 wells and al other WTP appurtenances. Electrical work included installing new power services, ATS and 150 kW generator, making all connections between wells and pumping station and all other instrumentation | City of Mulberry | John Wright | (863)425-1125 | jwright@cityofmulberryfl.com | 500 S.W. 2nd Street Mulberry, FL 33860 | $ 2,143,000.00 | Feb-14 | Dec-15 |
| Lift Station No. 34 Pump Rehabilitation | High pressure water blasting, furnish/install 3 inflatable plugs in two, 8" inverts, one 10" invert, coating work, reinstall existing pump base, furnish and install 4" pipe, check calve and gate valve and replace all conduitys from wet well up to existing seal offs, install pumps and guide rails, additional core drilling of four 8" holes & removal of unforeseen concrete | City of St. Cloud | Christopher Combs | 407-957-7124 | ccombs@stcloud.org | 1300 Ninth Street St. Cloud, Fl 34769 | $ 33,894.00 | May-13 | Jun-13 |
| Turtle Creek Forcemain & Lift Station No. 84 | | City of St. Cloud | Christopher Combs | 407-957-7124 | ccombs@stcloud.org | 155 Corey Avenue St. Pete Beach, Florida 33706 | $ 12,900.00 | May-13 | Nov-13 |
| Manhole Rehabilitation | Rehabilitation to include inspection, surface preparations, liner installation, testing, bypass pumping, maintenance of traffic, confined space monitoring/certifications, patching of any areas disturbed or destroyed | City of St. Pete Beach | Christopher Combs | 407-957-7124 | ccombs@stcloud.org | 155 Corey Avenue St. Pete Beach, Florida 33706 | $ 24,990.00 | May-12 | Aug-12 |
| Lift Station 107 Rehabilitation | convert the City of Sunrise's existing Lift Station 107 from a package wet pit/dry pit configuration to a submersible pump configuration | City of Sunrise | Gregg Bagnall | (954) 572-2274 | GBagnall@Sunrisefl.gov | 10770 W. Oakland Park Blvd., Sunrise, Florida 33351 | $ 494,176.66 | Feb-16 | Jun-16 |
| Wastewater Gravity Sewer Rehabilitation by Cured in Place Pipe | Annual contract for wastewater gravity sewer rehabilitation by CIPP | City of Tampa | Jim Greiner | 813-274-8598 | Jim.Greiner@tampagov.net | 306 E Jackson St #280A4N, Tampa FL 33602 | $ 1,048,495.00 | Feb-15 | Feb-16 |
| Manhole Rehabilitation - Rebid | Rehabilitation of sanitary sewer manholes | City of Tarpon Springs | James Wheaton | (727) 942-5615 | jweaton@ctsfl.us | 324 East Pine Street Tarpon Springs, Florida 34688-5004 | $ 18,525.00 | Mar-16 | Apr-16 |
| Lift Stations Upgrades | Rehabilitation of the wet wells of four lift stations.By-pass pumping and control of sewage flows for the duration of the wet well rehabilitation work. | City of Titusville | Jimmy Gager | (321) 383-5767 | | 555 South Washington Avenue, Titusville, Florida 32796 | $ 73,435.00 | Mar-12 | Apr-12 |
| Lift Stations Nos. 6, 7, 8, & 9 Rehabilitation | Rehabilitation of mentioned lift stations | City of Treasure Island | Mike Helfrich | (727) 574-4575 | mhelfrich@mytreasureisland.org | 108th Ave., Treasure Island, FL 33706 | $ 884,000.00 | Aug-16 | Dec-16 |
| Structural Repairs of the Flow Equalization Basin for East Central Regional Water Reclamation Facility | repair damaged concrete slabs, columns and elevated walkways at the ECRWRF Equalization Basin. The Work shall include cleaning the basin, removing unsound concrete, preparing the concrete and reinforcing bars, replacement of damaged reinforcing basin, epoxy adhesive injection, epoxy mortar backfill, repair of construction and expansion joints, and fabrication and installation of escutcheon plates | City of West Palm Beach | Jay Kwag | (561) 822-2100 | HJKwag@wpb.org | 401 Clematis St., 4th Floor, West Palm Beach, FL 33401 | $ 424,770.00 | Sep-12 | Feb-13 |
| Lift Station Rehabilitation Phase II | refurbishing/repair/replacement of concrete, and metal lift station components along with site related improvements for Lift Station Nos. 11, 12, 13, 15A, 17A, 18, 119, 25, 40, 41, 42, 43, 44, 45, 46, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 67, 102, 201, 202, 203 and 20 | City of Weston | Sabrina Baglieri | (954) 385-2000 | sbaglieri@cdlvin-giordano.com | 17200 Royal Palm Blvd, Weston, FL 33326 | $ 1,127,059.28 | Sep-12 | Mar-13 |
| Phipps Park Booster Pump Station Rehabilitation & Modifications | Booster Pump Station Rehabilitation & Modifications | City of West Palm Beach | Daniel Roberge | (561) 822-2100 | Droberge@wpb.org | 401 Clematis St. 5th Floor, West Palm Beach, FL 33401 | $ 219,033.50 | Aug-11 | Apr-12 |
| 7th St. SW RWBS Pump and VFD Replacement | | Collier County | Nicole Parker | (239) 252 - 4270 | nicoleparker@colliergov.net | 3327 Tamiami Trail E, Naples, FL 34112 | $ 653,400.00 | May-13 | Mar-14 |
| Lift Station #30 & #32 Rehabilitation | Set up Bypass pump from terminal manhole to existing pump out connection, Vactor clean wet well, Remove pump equipment and piping from existing triplex configuration, Provide and install load plates for under pump base elbows, guide rails, upper brackets, crossover flushing valve and 6" piping compete through chimney walls to existing isolation valves. | Coral Springs | Steve Seigfried | (954) 796-6658 | steves@fladistricts.com | 10300 NW 11th Manor, Coral Springs, FL 33071 | $ 97,710.00 | Aug-12 | Oct-12 |
| Cudjoe Regional Wastewater Inner Islands Collection System | Turnkey installation of the Upper Sugarloaf and the Summerland Master lift stations. Furnish and install precast lift stations and valve vault, pumps, piping & wet well accessories. Help with FP&L coordination. Water Service to be installed to just outside lift station fence and tied in by others. All restoration on lift station plans is including (i.e. fencing, sidewalk, drives etc.)., all electrical work for operable lift station, furnish and install RTU components and coordination with Ramrod Key Facility. Dewater into prime contractor supplied injection well. All incoming and outgoing piping will be extended to the boundary of the lift station for tie-in by HGI. | Cudjoe Inner Islands | David Tegreen | 772-834-9498 | DTegreene@fkaa.com | 2301 W Sample Road, Bldg. 3 Ste 6A, Pompano Beach, FL 33073 | $ 2,313,374.02 | Aug-13 | Sep-16 |
| Mad Hatter Linda Lakes I & I Repairs | Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP | Florida Governmental Utility Authority (FGUA) | Michael Wilson | (239) 543-1005 | mwilson@govmserv.com | 280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779 | $ 68,700.00 | Sep-14 | Nov-14 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Rehabilitation & Improvements to Master Lift Station 01 | Installation of a new Diesel Engine Driven Pump with an integral fuel tank, on a new support foundation and complete with provided and installed piping, valving, electrical and instrumentation wiring and controls; replacement of control panels, electrical conduit, wiring and instrumentation controls for the existing two (2) 75-hp and one (1) 30-hp pumps in the existing wet well; integration of the new electrical power and control systems into the existing standby power generator; piping tie in and modifications to the existing valve box; upgrade to the existing main utility power supply relocation and remounting of the existing SCADA telemetry system, antenna and upgrades to the SCADA system I/O and configuration including additions to the existing remote SCADA monitoring system | Florida Governmental Utility Authority (FGUA) | Dwight Perry | (239) 543-1005 | Dperry@govmserv.com | 5660 Bayshore Road, Suite 36, North Fort Myers, FL 33917 | $ 239,180.00 | Jul-18 | Sep-18 |
| Seven Springs Blvd and Humboldt Ave. I & I Repairs | Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP | Florida Governmental Utility Authority (FGUA) | Rob Dickson | (239) 543-1005 | rdickson@govmserv.com | 280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779 | $ 99,290.00 | Nov-14 | Jan-15 |
| Seven Springs / Pasco County Replacing Project & Aloha Gardens Glean & TV Collection System | Cleaning & TV Inspection of sewer line segments, bypass pumping, CIPP | Florida Governmental Utility Authority (FGUA) | Rob Dickson | (239) 543-1005 | rdickson@govmserv.com | 280 Wekiva Springs Road, Suite 2000, Longwood, FL 32779 | $ 48,096.00 | Aug-15 | Oct-15 |
| South Hutchinson Island Repump #2 Station Modifications | Installation of 2 new split case pumps @ 75 HP, new 15Kva Transformer, Lighting panel, VFD's for the pumps, outdoor lighting circuit, multiple different instruments, and removal and replacement of existing generator with new 200 kW generator with stand alone fuel tank | Fort Pierce Utility Authority | Keith Stephens | (772) 466-1600 | kstephens@fpus.com | 206 S 6th St., Fort Pierce/Hutchinson Island, FL 34950 | $ 679,152.23 | Jan-13 | Dec-15 |
| Lift Stations 23, 87, 117 and 212 Rehabilitation | Remove all interior piping inside the wet well, clean interior walls and repair/fill any voids or exposed seams, coat all new concrete with epoxy, install new base plates, install new HDPE piping and associated support brace. | Loxahatchee River District | Joe Jesteadt | 561-747-5700 | Joe.Jesteadt@lrecd.org | 2500 Jupiter Park Dr., Jupiter FL 33458 | $ 28,980.00 | May-12 | Aug-12 |
| Simmons Road Drain Repair | install 36" CIPP liner, hydraulically de-silt the entire storm drain system prior to lining with CIPP liner and prior to installing the pipe liner, inspect the host pipe | Nassau County | David Hearn | (904) 491-7377 | dhern@nassaucountyfl.com | 96161 Nassau Place, Yulem FL 32097 | $ 250,000.00 | Mar-15 | Apr-15 |
| Rehabilitation of Sanitary Sewer Concrete Structures and Lift Stations | Lining/Coating of Brick or Precast Manhole, Rehabilitation (Repair and Lining) of structures, Bypass Pumping, Reconstruction Manhole Bench and Flow Channels, Remove and Install Existing Pump Base Plate. Elbow and Guide Rails, Furnish and Install PVC. ETC. | Palm Beach County | Joseph Tanacredi | (561) 493-6005 | jtanacredi@pcbwater.com | 8105 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 419,578.00 | Jan-13 | Dec-16 |
| Wastewater Lift Stations Rehab | Installation of 8 new list stations all new pumps and control panels at all stations, along with new antenna and RTU systems, transformers and electrical services. New Permanent generators were installed at two of the stations along with the corresponding ATS | Palm Beach County | Joseph Tanacredi | (561) 493-6000 | jtanacredi@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 2,172,785.00 | Oct-12 | Oct-14 |
| Strategic Wastewater Infrastructure project Sewer Collection | Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary for: Lining of sewer, manhole repair and lining, inflow protectors, repair of gravity sewer and laterals. Repair of 9 wastewater lift stations including wet well, valve vault, coatings, bypass pumping, electrical panels, pumps and concrete pads | Palm Beach County | Joseph Tanacredi | (561) 493-6001 | jtanacredi@pcbwater.com | 8101 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,918,320.00 | Jan-18 | Dec-18 |
| Control Panel LS 8102 | Install control panel at lift station 8102 | Palm Beach County | Joseph Tanacredi | (561) 493-6002 | jtanacredi@pcbwater.com | 8102 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 14,950.00 | Jun-13 | Aug-13 |
| Lift Station Rehabilitation South Service Area – Phase II | Install 2 new pumps | Palm Beach County | Joseph Tanacredi | (561) 493-6004 | jtanacredi@pcbwater.com | 8104 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 308,322.81 | Apr-14 | Jan-15 |
| I & I Improvements | | Palm Beach County | Joseph Tanacredi | (561) 493-6006 | jtanacredi@pcbwater.com | 8106 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 550,690.00 | Nov-13 | May-14 |
| Belle Glade Sewer I & I Improvements | | Palm Beach County WUD | Duane Palumbo | (561) 493-6000 | dpalumbo@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $1,343,343.00 | Feb-15 | Jul-15 |
| Sanitary Sewer & Lift Station Wet Well, Repairs | | Palm Beach County WUD | Pollop Phonpronwithoon | (561) 493-6123 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,488,751.00 | | |
| Lift Station #10 rehabilitation | Project includes new valve vault, small wet well riser and top slab install. Lift station receiving entire new flygt pump package with new control panel and junction box to be mounted separate per plans. Wet well to be coated with refratta along with two closest manholes to lift station. | City of St. Pete Beach | Ian Wade | (727) 363-9254 | ian.wade@stpetebeach.org | 115 Corey Avenue, St. Pete Beach, FL 33706 | $ 116,112.00 | Mar-12 | Sep-12 |
| E-3 Force main Rehabilitation | E-3 Force main Rehabilitation from Garden Road to Cherry Lane, | Town of Palm Beach | Michael Roach | (561) 838-5440 | mroach@townofpalmbeach.com | 951 Old Okeechobee Rd, West Palm Beach, FL 33401 | $ 1,205,730.00 | Jul-14 | Nov-14 |
| Rehabilitation of Monica, Davis Rd., & Professional Plaza Pump Station | Furnishing all labour, equipment and materials for the construction of improvements to the Village's sanitary sewer systems. The work inclused the complete rehabilitation of three existing pump stations. | Village of Palm Springs | John Rouse | (561) 965-4010 | Jrouse@vpsfl.org | 226 Cypress Lane, Palm Springs, FL 33461 | $ 586,102.00 | Jan-18 | Jun-18 |
| Continuing Contract for Wastewater Gravity Lines Rehabilitation | Rehabilitation of wastewater gravity pipelines utilizing the CIPP or Fold and Form Lining method | Palm Beach County WUD | Hassan Hadjimary | (561) 493-6000 | hhadjimary@pcbwater.com | 8100 Forest Hill Blvd. West Palm Beach, FL 33413 | $ 2,331,350.00 | Nov-14 | Mar-17 |
| Deerfield Rehab Lift Stations | 4 Lift Station dry can conversions | City of Deerfield Beach | Fred Scott | (954) 480-4418 | fscott@dearfield-beach.com | 150 NE 2nd Ave, Deerfield Beach, FL 33441 | $ 391,710.00 | Dec-17 | Mar-17 |
| Lift Station 41 Upgrades | Lift Station 41 Upgrades, including bypass pumping to allow work to be completed within the wet well; remove and replace pumps, onsite discharge piping, wet well piping, base plates, pump bases, riser pipes, check valves, plug valves, pressure gauges and pump out connection; install new liner in wet well and effluent force main valve vault; remove control panel, power panel; furnish and install control panel, power panel, and emergency generator with belly tank, concrete pad and ATS; provide associated electrical and instrumentation work. | City of Winter Garden | Jim Monahan | (407) 656-4111 | jmonahan@cwgdn.com | 300 WEST PLANT STREET, WINTER GARDEN, FLORIDA 34787 | $ 382,420.95 | Oct-17 | Jul-18 |
| Point Verda Sanitary Sewer Manhole Rehabilitation - Group 1 Master Contract | Rehabilitate 49 sanitary sewers manholes | St. Johns County | James Overton | (904)209-2614 | joverton@sjcfl.us | 1205 State Road 16, St. Augustine, FL 32084 | $ 210,288.50 | Oct-17 | May-18 |
| Ponte Verdra Sanitary Sewer MH | Rehabilitate fifty (50) sanitary sewers manholes | Board of County Commissioners St. Johns County Florida | James Overton | (904) 209-0150 | joverton@sjcfl.us | 500 San Sebastian View St. Augustine FL 32084 | $ 190,574.00 | Dec-17 | May-18 |
| Lift Station C-18 Rehabilitation | Installation of new mechanical equipment, piping and appurtenances | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 310,932.50 | Nov-17 | Jan-18 |
| Lift Station C-18 Rehab | Rehab of existing wet well and installation of a Generator | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 269,350.00 | Sep-18 | Jan-19 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Lift Station V-10 Rehabilitation | Rehabilitation of the existing LiftStation V-10 which included removal of the existing pump house, pipes, valves, floats, electrical cables and connections. Project also included submersible pumps, pipes (force main), power cables, floats, upper brackets, stainless steel guide rail, control panel, transfer switch, tower antenna and electrical connections. | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 236,500.00 | Jun-17 | Jul-17 |
| M-08 Lift Station Replacement | Installation of the proposed Lift Station M-08, including but not limited to the installation of a new wet well, above-grade valving, pumps, risers, valves, piping, control panel, and associated electrical components, telemetry infrastructure, and the associated instrumentation and controls, as well as converting the existing Lift Station M-08 wet well to a manhole | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 354,000.00 | May-17 | Nov-17 |
| Lift Station 7 & 8 Improvement | Lift Station Improvements | City of Clearwater | Jeff Walker | (727) 562-4827 | Jeff.walker@myclearwater.com | 100 S Myrtle Ave. Clearwater, FL 33756 | $ 1,064,030.00 | Oct-17 | Aug-18 |
| Master Pump Station Rehabilitation | Modifications to the City of Clewiston's Master Lift Station including but not limited to a new lift station, temporary bypass pumping, demolition, electrical improvements, restoration | City of Clewiston | Danny Williams | (863) 983-1484 | danny.williams@clewiston-fl.gov | 115 W Ventura Ave, Clewiston, FL 33440 | $ 997,356.30 | May-17 | Apr-18 |
| Lift Station T-26 Rehabilitation | Rehabilitation of Lift Station T-26 to include rehabilitation of existing wet well demolition of underground valve box and its replacement with an aboveground valve pad; replacement of the pumps, base elbows, discharge piping, guiderail system, valves and fittings, electrical and RTU panels; installation of an electrical demarcation box and connection to the existing force main. The project also involves bypass pumping during rehabilitation and site restoration after completion of rehabilitation | Brevard County | Craig Helping | (321) 633-2089 | Craig.Helpling@brevardcounty.us | 2725 Judge Fran Jamieson Way, A-213, Viera Beach, FL 32940 | $ 128,450.00 | Jan-18 | Jun-18 |
| Lift Station T-26 Rehab | Rehab of Lift Station including pipes, pumps, and electrical | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 148,450.00 | Jan-18 | Jun-18 |
| Lift Station S-05 Rehab | Install of new mechanical equipment, piping and appurtenances | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 467,500.00 | Apr-18 | Aug-18 |
| Master Lift Station Generator Replacement | Remove existing generator and turn over to owner, Remove all wiring associated with existing generator system between generator and ATS and replace with new, Provide new 80kW, 480V, 3phase generator with 200 gallon subbase tank and weather-proof enclosure and critical grade stainless steel silencer | City of Atlantis | Joseph Kusnir | (561) 242-0028 | stormwaterj@gmail.com | 260 Orange Tree Drive, Atlantis, FL 33462 | $ 57,100.00 | Jan-18 | Feb-18 |
| Master LS Generator Replace | Installation of a generator at the master lift station | City of Atlantis | Mo Thornton | (561) 965-1744 | mthornton@atlantisfl.gov | 260 Orange Tree Dr, Atlantis, FL 33462 | $ 57,100.00 | Jul-17 | Feb-18 |
| Australian Ave Sanitary Sewer & Parking Lot Improvements | Gravity sanitary sewer replacement, pavement removal and reconstruction | Town of Palm Beach | John Cairnes | (561) 838-5440 | john.cairnes@mockroos.com | 951 Okeechobee Drive, West Palm Beach, FL 33401 | $ 228,580.00 | Jun-17 | Oct-17 |
| Wastewater Lift Station No. 8 & 16 | Rehabilitation of Lift Station No. 8 & 16, including, but not limited to, bypass pumping, restoration of existing wet well, fencing, demolition of the existing manholes, structural repairs, construction of new valve vaults, submersible pumps, associated force main piping and valves, control panel and associated electrical equipment, and instrumentation | City of St. Pete Beach | Ian Wade | (727) 363-9254 | iwade@stpetebeach.org | 155 Corey Avenue, St. Pete Beach, Florida 33706 | $ 544,431.43 | Apr-17 | Dec-17 |
| Melaleuca & Kirk Road | Remove and Replace approximately 270LF of 60" RCP with new headwall south of the intersection of. Kirk Rd and Melaleuca Lane. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 198,000.00 | Aug-17 | Nov-17 |
| WO #10 Woolbright Inlets | Remove and replace 24' of 18" RCP piping and type P6 inlet top and bottom approcimately 8' deep within edge of roadway | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 98,000.00 | Apr-17 | Jun-17 |
| WO #12 Aladdin | Remove and Replace approximately 76LF of 36" RCP at 3860 Aladdin Avenue. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 75,200.00 | Feb-17 | Mar-17 |
| WO #13 Kirk storm part 2 | Rehabilitation of approximately 447 LF of 48 - 60"" RCP south of the intersection of Kirk Rd and Melaleuca Lane. Quote includes rehabilitation of storm line within Melaleuca Lane performed. | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 171,700.93 | Jul-17 | Sep-17 |
| WO#16 Lyon Forest Hill | Drainage Improvements per project scope and drawings | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 101,659.32 | Jun-18 | Sep-17 |
| WO #18 Florida Blvd | Drainage Improvements 24" | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 50,461.06 | Jul-17 | Aug-17 |
| WO#19 Riverside | Drainage Improvements 18", Driveway and Curbing Repairs | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 58,250.00 | Aug-17 | Sep-17 |
| Riverside | Drainage Improvements 18", Asphalt Repairs | Palm Beach County | Mark Kroeger | (561) 616-6800 | mkroeger@pcbgov.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 31,395.30 | Aug-17 | Nov-17 |
| Lift Station #22 - S&L Replacement | Conversion of S+C Station to Submersible Lift Station - Lift Station 84 Rehabilitation | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 59,580.00 | Aug-17 | Feb-18 |
| Lift Station M18 | Rehabilitation to lift station M-18 | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 123,700.00 | Aug-17 | Nov-17 |
| Lift Station #1 Rehabilitation | Lift Station #1 Rehabilitation | City of Holly Hill | Walt Smyser | (386) 490-1249 | Wsmyser@hollyhill.org | 4401 East Port Pkwy, Port Orange, FL 32127 | $ 510,000.00 | Sep-17 | Feb-18 |
| Lift Station 7 -17WW07 | Install High Density Polyethylene (HDPE) sheet lining in the lift station/pump station wet wells and manholes, mobilization, bypass pumping (as Additional Pricing), removal of any existing deteriorated coating, preparation of lift station structure to be lined, furnishing and applying the specified cementitious and epoxy coating materials to the interior surface areas of the lift station, applicable QA/QC testing, clean-up, and demobilization. | City of Holly Hill | Walt Smyser | (386) 490-1249 | Wsmyser@hollyhill.org | 4401 East Port Pkwy, Port Orange, FL 32127 | $ 289,000.00 | Nov-17 | May-18 |
| Seminole County 10 LS Rehab 2017 | Rehabilitation to 10 lift stations across the County | Seminole County | Jeff Lane | (407) 665-2558 | jlane@seminolecountyfl.org | 4903 Wayside Dr, Sanford, FL 32771 | $ 539,636.66 | Oct-17 | Nov-17 |
| Palm Beach County Lift Station Rehabilitation Continuing Construction Contract | Complete electrical system at Lift Station No. 21 | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 531,643.60 | Sep-17 | Mar-18 |

| Job Name | Scope of Work | Municipality | Municipality Project Manager | Municipality Phone | Municipality Email | Municipality Address | Original Contract Amount | Start Date | End Date |
|---|---|---|---|---|---|---|---|---|---|
| Replacement Lift Station 21 | Replacement of Lift Station 21 | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 520,568.78 | Sep-17 | Mar-18 |
| Pipe Draining and Video, And Drainage Repair on Various State Roads | Drainage repair district wide | FDOT | Wayne Harris | (863) 519-2382 | Wayne.Harris@dot.state.fl.us | N Franklin Street Suite 1400, Tampa, FL 33602 | $ 306,580.00 | Oct-17 | Jun-17 |
| Lift Station T-04 Rehab | Rehabilitating existing submersible LS including a new valve pad, tie-in to the existing force main, new control panel, new telemetry tower, site grading, new access driveway | Brevard County | Owen Callard | (321) 933-2089 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 195,172.81 | Jul-18 | Nov-18 |
| Lift Station 29 Replacement | to provide maintenance and construction for water, wastewater and reuse projects | City of Altamonte Springs | Karen McCullen | 407-571-8335 | kmccullen@altamonte.org | 225 Newburyport Avenue, Altamonte Springs, FL 32701 | $ 850,000.00 | Sep-16 | Jul-17 |
| 2016 Telemetry Information Management System Upgrade | Furnishing all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to provide and install new remote terminal units (RTUs) with programmable logic controllers (PLCs) to control 50 lift station with associated level transducers, transformers, antenna, solar panels with controllers | Palm Beach County WUD | Andre McBarnett | (561) 493-6104 | amcbarnett@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 1,462,251.50 | Feb-17 | Aug-18 |
| Greenacres Drainage Improvements | Drainage improvements within 1st Street between the 40 feet west of Swain Boulevard to 130 feet west of Jackson Avenue | City of Greenacres | Zach Gamble | (561) 642-2013 | zgamble@craventhompson.com | 5800 Melaleuca Lane, Greenacres, FL 33463 | $ 311,148.50 | Jun-17 | Oct-17 |
| 2017 Storm drain Pipe Lining | perform high pressure water jetting, rodding, brushing, bucketing and flushing of designated sewer lines and manholes | City of Ormond Beach | Alex Schumann | (386) 676-3306 | Alex.Schumann@ormondbeach.org | 22 South Beach Street, Ormond Beach, FL 32174 | $ 268,210.00 | Mar-17 | Jul-17 |
| Lining - 16-092 | 10,000 LF Lining | Palm Beach County WUD | Pollop Phonpornwithoon | (561) 493-6123 | pphonpornwithoon@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 99,621.50 | Nov-16 | Apr-17 |
| Lift Station 139 Minor Rehab | Lift Station 139 Minor Rehab | City of Sunrise | Joe Mazzella | (954) 572-2277 | jmazzella@cityofsunrise.gov | 14150 NW 8th St, Sunrise, FL 33325 | $ 41,200.00 | Apr-18 | May-18 |
| Sand Dollar LS 3 & 4 Repairs | Improvements to the Sand Dollar 3&4 Lift Station | St. Johns County Utility Department | James Overton | (904) 209-2614 | joverton@sjcfl.u | 1205 State Road 16, St. Augustine, FL 32084 | $ 119,490.00 | Jul-18 | Sep-18 |
| Lift Station #44 - CWPB | install vertical pumps, motors, and pump control valves, including all accessories | City of West Palm Beach | Yanice Mercado | 561-494-1061 | YMercado@wpb.org | 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 | $ 838,153.00 | May-18 | Sep-19 |
| Blue Cypress Lake Rd Culvert | replacement of an existing culvert crossing; Elliptical Reinforced Concrete Pipe (ERCP); temporary canal bypass, temporary sheet pile, earthwork, pavement replacement, maintenance of traffic, erosion control | Indian River County | Kristen Leiendecker | (772) 226-1416 | kleiendecker@ircgov.com | 1800 27th Street, Vero Beach, FL 32960 | $ 176,000.00 | Apr-18 | Jun-18 |
| Lift Station # 3 - Lining | Gravity sewer main lining in lift station #3 basin area | City of North Lauderdale | George Krawczyk | (954) 597-4754 | gkrawczyk@nlauderdale.org | 701 Southwest 71st Ave, North Lauderdale, FL 33068 | $ 136,609.00 | Mar-18 | Oct-18 |
| Earman River Trans Pump Stat | Install a water detection switch in the main mops pump station; install a manufactured pump station in a fiberglass wet well with 2 40 HP main water pumps | Village of North Palm Beach | Adam Swaney | (561) 691-3442 | aswaney@engenuitygroup.com | 501 US Highway One, North Palm Beach, FL 33408 | $ 346,680.00 | Aug-18 | Sep-18 |
| Manhole Rehab - Tarpon Springs | Rehabilitation of sanitary sewer manholes | City of Tarpon Springs | Rodney Rainey | (727) 942-5615 | rrainey@ctsfl.us | 324 East Pine Street, Tarpon Springs, FL 34688 | $ 33,975.00 | May-18 | Jul-18 |
| Emerg Sewer Repair - Seaport | Minimum Service Charge to Mobilize and attempt to locate/repair leaking sewer. ($2,000 mobilization, and up to 10 hours work included in price. Each additional hour worked after the 10 hours will be billed at $500/hour.) | Village s of Seaport Condominium Association Inc. | Betty Walsh | (321) 748-6400 | VOS-Manager@cfl.rr.com | 120 Seaport Blvd, Cape Canaveral, FL 32920 | $ 6,500.00 | Apr-18 | May-18 |
| Rock Creek Manholes | Manhole Coating | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 19,665.00 | Apr-18 | May-18 |
| Utilities Complex Electrical | Electrical work utl storage building | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 19,780.00 | May-18 | Jun-18 |
| Lift Station #16 Piping | LS Piping | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 14,520.00 | May-18 | Jun-18 |
| Emergency - Belle Glade SEPTIC | Emergency - Belle Glade SEPTIC | Palm Beach County WUD | Gerado Castellano | (561) 493-6033 | gcastellano@pcbwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 38,325.00 | Jun-18 | Jul-18 |
| Garden Lakes | Sanitary Sewer and Stormwater Rehabilitation and infrastructure repair | Seminole County | David Omberg | (407) 665-5699 | domberg@seminolecountyfl.gov | 500 West Lake Mary Blvd, Sanford, FL 32773 | $ 86,702.00 | May-18 | Jun-18 |
| Top Slab Replacement | 8' diameter concrete top slab, H-20 hatch | City of Cooper City | Steve Blanchard | (954) 434-4300 | SBlanchard@coopercityfl.org | 9090 SW 50th Place, Cooper City, FL 33328 | $ 8,700.00 | Jun-18 | Jul-18 |
| Construction Services for Brighton Reservation | Construction Services for the installation of cast in place pipe rehabilitation at the Brighton Reservation | Seminole Tribe of Florida | Emran Rahaman | (954) 966-6300 | emranrahaman@semtribe.com | 6300 STIRLING ROAD, HOLLYWOOD, FLORIDA 33024 | $ 100,706.00 | Feb-19 | Apr-19 |
| Lift Station No. 4 Minor Rehabilitation | Rehabilitate existing submersible-style waste water plant lift station by removing and re-installing existing pumps and electricalequipment, cleaning and relining wetwells where needed, replacing existing piping in the wetwell and valve vault, replacing bypass connections, and making other improvements | City of Sunrise | Mark Pacitti | (954) 572-2272 | mpacitti@sunrisefl.gov | 10770 West Oakland Park Blvd. Sunrise, Florida 33351 | $ 89,947.20 | Jan-19 | Feb-19 |
| Water and Sewer Lines Abandonment Project | abandonment of existing water and sewer mains along with service lines with concrete grout within the boundary of Commerce Park including removal of existing fire hydrants | City of Lauderdale Lakes | Masqood Nasir | (954) 535-2700 | mmnasir@lauderdalelakes.org | 4300 NW 36th Street Lauderdale Lakes, FL 33319 | $ 81,981.41 | Jan-19 | Jul-19 |
| Lift Station 383 - Rehabilitation | Lift station rehab for #83, Is required to remove the existing leaking wet well liner, repair leaks and coat well. | City of Miramar | Jim Frawley | (954) 602-3115 | jfrawley@miramarfl.gov | 2300 Civic Center Place Miramar, FL 33025 | $ 52,862.00 | Apr-19 | May-19 |
| Gravity Sewer | Gravity sewer main claning, bypass pumping, install of 11,017 LF of 8" CIPP liner | City of Zephyrhills | Mike Perry | 813-780-0000 | Mperry@ci.zephyrhills.fl.us | 39825 Alston Ave Zephyrhills, FL 33542 | $ 343,828.31 | Oct-18 | Dec-18 |
| Big Crest Haven LS Rail Replacement | Remove and replace SS guide rails and brackets vaccum truck (for cleaning) | Village of Palm Springs | Andrew Klausner | (561) 965-4013 | aklausner@vpsfl.org | 226 Cypress Lane Palm Springs, FL 33461-1699 | $ 9,330.00 | Feb-19 | Feb-19 |
| Lift Station 5133 Emergency Repairs | Remove and Replace - (3) -10" Riser Pipes from the Base Elbow up to the Check Valve - Triplex Remove and Replace T- Rails Supply and Install 24"-30" Plug Re-Anchoring of the Elbows as needed | Palm Beach County WUD | Gerardo Castellano | 561-493-6033 | GCastellano@pbcwater.com | 8100 Forest Hill Blvd, West Palm Beach, FL 33413 | $ 57,200.00 | Jan-19 | Feb-19 |
| Palm beach traveler RV Park | Emergency removal and replacement of up to 10 LF of 8" sewer pipe in the Palm Beach Traveler Park. | Palm Beach Trailer RV Park | Bob Wolf | 216 905 6202 | Info@palmbeachtravler.com | 6159 Lawrence Rd Lake Worth, FL 33462 | $ 27,800.00 | May-19 | Jun-19 |
| Lift Station S-08 Replacement | The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation and perform all of the work shown on the Drawings and described in the Specifications entitled, Lift Station S-08 Replacement, as prepared by Honeycutt & Associates, Inc., acting as, and in the Contract Documents entitled, the Engineer, and shall do everything required by this Contract and the other Contract Documents. | Brevard County | Owen Callard | (321) 617-7390 | owen.callard@bervardfl.gov | 2725 Judge Fran Jamieson Way, Viera, FL 32940 | $ 468,250.00 | Aug-18 | Aug-19 |

**Hinterland Group Inc**
2051 W Blue Heron Blvd.
Riviera Beach, FL 33404

As of: 12/18/2020

**CIPP Roster: Position, Experience, Expertise, Licenses**

| Name | Position | Years of Experience | Expertise | Licenses |
|---|---|---|---|---|
| Kaj Rasmussen<br>**Percentage of time Assigned to Work:**<br>- As Needed | Operations Manager | 23 | CCTV PACP<br>Liner Installation, Liner Curing<br>Grouting/Pressure Testing<br>Robotic Service Reconnection | PACP<br>HAZWOPER<br>FDOT MOT |
| Butch Forrester<br>**Percentage of time Assigned to Work:**<br>- As Needed | Project Manager | 22 | CCTV PACP<br>Liner Installation, Liner Curing<br>Grouting/Pressure Testing Robotic<br>Service Reconnection | PACP<br>HAZWOPER<br>FDOT MOT<br>Geophysical Survey |
| Gerardo Pulido<br>**Percentage of time Assigned to Work:**<br>- As Needed | Superintendent<br>Foreman | 26 | Vac Truck Operation<br>Liner Installation<br>Liner Curing | CDL<br>TANKER<br>FDOT MOT |
| Carlos Angulo<br>**Percentage of time Assigned to Work:**<br>- As Needed | Laborer | 3 | Liner Curing<br>Liner Installation | FDOT MOT |
| Yasmani Perez<br>**Percentage of time Assigned to Work:**<br>- As Needed | Laborer | 3 | Liner Curing<br>Liner Installation | CDL<br>Tanker Cert<br>Hazmat Cert |
| Guillermo Falcon<br>**Percentage of time Assigned to Work:**<br>- As Needed | PACP Specialist | 18 | CCTV<br>Robotic Service-<br>Grouting / Pressure Testing<br>Reconnection | PACP CDL |
| Jaime Pereira<br>**Percentage of time Assigned to Work:**<br>- As Needed | Boiler Operation-<br>Manager | 3 | Liner Curing<br>Vac Truck Operation<br>Liner Installation | CDL<br>Tanker Cert |
| Ivan Pulido<br>**Percentage of time Assigned to Work:**<br>- As Needed | Robotics Operator / Mechanic<br>Laborer | 11 | Liner Curing, Liner Installation<br>Wet-Out<br>Grouting/Pressure Testing<br>Robotic Service Reconnection | CDL |

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

As of 2-15-21

**Installed Liner Quantities**

| | Avg Diameter | Total Footage Installed |
|---|---|---|
| Palm Beach County / R&B | 8.581362613 | 255746 |
| Homestead | 7.8203125 | 20525 |
| Lake Park | 32.33333333 | 1298 |
| Cypress Lakes HOA | 27 | 822 |
| Winter Springs FDOT-E5U37 | 34 | 672 |
| City of Palmetto | 18 | 93 |
| Charlotte County | 24.93280632 | 29566 |
| FDOT Martin County | 19.5 | 1877 |
| Desoto | 24 | 157 |
| Bradenton | 9.096153846 | 10127 |
| Delray | 9.629411765 | 25139 |
| Lauderdale by the Sea | 8.665322581 | 19293.9 |
| Golden Bear Properties | 27 | 858 |
| Ormond Beach | 20 | 2842 |
| Clay County | 34.90909091 | 1525 |
| Cape Coral | 8.177884615 | 15054 |
| Manatee County | 21.63043478 | 13441 |
| Riviera Beach | 8 | 1298 |
| Tampa | 10.20673077 | 26181 |
| City of West Palm Beach | 14.39615385 | 20499 |
| Clearwater | 10.05421687 | 28225.7 |
| Zephyrhills | 8.623853211 | 34633 |
| Lake Worth | 12.75 | 1722 |
| Bartow | 15.875 | 509 |
| Maitland | 8 | 1144 |
| Nassau County | 36 | 995 |
| Mangonia Park | 8 | 12795 |
| Village of Golf | 9.694444444 | 2309 |
| Town of Lantana | 10 | 20000 |
| Lantana Airport | 19.2 | 606 |
| FGUA | 8 | 6000 |
| City of Lake City | 12.25 | 8856 |
| Seminole County | 10.55147059 | 17020 |
| Colonial Estates HOA | 8 | 3500 |
| City of Maitland | 8 | 2136 |
| Sebring | 8 | 1685 |
| Miramar | 9 | 375 |
| N Lauderdale | 7.875 | 24873 |

| | | |
|---|---|---|
| Palm Beach Gardens | 26.76923077 | 1379 |
| Polk County | 20.22222222 | 37992 |
| Loxahatchee River/Jupiter | 10.74202128 | 29140 |
| Martin County | 26.47058824 | 5229 |
| Mulberry | 8.833333333 | 3391 |
| Stuart | 9.022727273 | 3329 |
| Seminole Tribe | 8 | 3353 |
| Hickory Ridge | 18 | 92 |
| Fort Lauderdale | 19.36363636 | 1592 |
| FLO-TECH FDOT | 18.85714286 | 463 |
| Cypress Lakes | 23.28358209 | 7087 |
| Dade County (Miami) | 7.822222222 | 22722 |
| River Ridge | 18 | 510 |
| Santa Rosa County | 39.53846154 | 981 |
| Okeechobee | 24 | 63 |
| Naples | 12.25 | 14092 |
| Cooper City | 7.708333333 | 9344 |
| Pensacola ECUA | 8.2265625 | 30340 |
| Palm Coast | 44 | 828 |
| Orange County | 8.049479167 | 79380 |
| Pipers Landing | 28.5 | 750 |
| Coral Ridge | 23.57142857 | 916 |
| Largo | 8.34375 | 21964 |
| Lantana | 12.425 | 2577 |
| Lands End | 18 | 32 |
| FPL | 18 | 356 |
| Lee County | 27 | 972 |
| Tequesta | 25 | 2352 |
| Sarasota | 7.954545455 | 9528 |
| Maestre | 7.75 | 352 |
| Titusville | 25.90909091 | 3952 |
| Lakewood Villas | 7.75 | 387 |
| Ocean Ridge | 8.875 | 500 |
| Palm Bay | 24 | 188 |
| Brevard | 25.5 | 266 |
| SWA Leachate | 12 | 470 |
| Englewood | 7.75 | 10382 |
| St Lucie | 18 | 80 |
| Lauderdale Marine | 15 | 236 |
| Georgetown | 24 | 688 |
| Goldsboro | 7.75 | 3502 |
| Newberry | 7.75 | 1405 |
| Wellington | 17.57142857 | 2832 |
| **TOTAL FOOTAGE** | | **930391.6** |

Hinterland Group Inc.
2051 w Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 640-3503

Date: 7/13/2020

| Personnel Resume's | | Years of CIPP Experience |
|---|---|---|
| Field Superintendent | Kaj Rasmussen | 29 |
| | Dario Montanez | 29 |
| | | |
| Installation Foreman | Israel Pulido | 25 |
| | Leo Rivera | 10 |
| | Tim Mulligan | 28 |
| | | |
| Boiler Tech | Luis Martinez | 4 |
| | Calixto Oyaga | 20 |
| | Alberto Martel | 2 |
| | | |
| Lateral Cutter | Brian Catlin | 5 |
| | Pedro Montanez | 18 |
| | Nelson Colón Santiago | 10 |
| | Butch Forester | 22 |
| | | |
| CCTV Inspection | Marvin Vicente | 5 |
| | Matthew Livermore | 4 |
| | Geimar Pino | 7 |
| | | |
| CCTV Inspector | Brett Konchak | 5 |
| | Cory Nidetz | 3 |

Prepared By: Brett Konchak- CIPP Director of Operations

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at (561) 640-3503

**REFERENCE LIST**

| Owner | Project Title | Completion Date | Contact Information | Cleaned, Televised and Lined Linear Footage | Diameters |
|---|---|---|---|---|---|
| Palm Beach County Water Utilities Department | 12-063, 14-088, 16-092, 17-016, 16-092 | On going | Contact: Pollop Phonpornwithoon<br>Phone: 561-493-6154<br>PPhonpornwithoon@pbcwater.com | 255,746 | 8"-24" |
| City of Clearwater | Sanitary Sewer Rehab – Section A CIPP – Annual Contract | Annual Contract held since February, 2015 | Contact: Rose Lara<br>Phone: 727-224-7062<br>Rose.Lara@myClearwater.com | 28,225 | 8" to 24" |
| Palm Beach Gardens | StormWater Project | On Going | Contact: Daniel Widdick<br>561-804-7044<br>dwiddick@pbgfl.com | 1,379 | 12"-36" |
| Polk County | Storm Water Project | On Going | Contact: Doug Gable<br>863-535-2285<br>DougGable@polk-county.net | 37,992 | 15"-36" |
| Charlotte County | Storm Sewer Rehab. | On Going | Contact: Randy Vowell 641-575-3680<br>Randy.Vowell@charlottefl.com | 24,566 | 12"-72" |
| N Lauderdale | I&I Program | On Going | Contact: George Krawczyk, P.E., CFM<br>954-724-7070<br>gkrawczyk@nlauderdale.org | 24,873 | 8"-10" |
| Manatee County | Storm Improvements | On Going | Contact: Clint Rimer<br>941-708-7430<br>clint.rimer@mymanatee.org | 13,441 | 12"-36" |
| Martin County | Stormwater Infrastructure | On Going | Contact: Nick Muzia 772-288-5761<br>nmuzia@martin.fl.us | 5,229 | 12"-60" |
| Zephyrhills | I&I Program | Jan, 2017 | Contact: Joey Theel<br>813-780-0006<br>JTheel@ci.zephyrhills.fl.us | 34,633 | 8"-12" |
| City of Naples | CIPP Lining | On Going | Contact: Bob Dorta<br>239-213-5117<br>rdorta@naplesgov.com | 14,092 | 12"-36" |
| City of Largo | CIPP Lining | On Going | Contact: Brian Highnote<br>727-587-6713 X 4402<br>bhighnote@largo.com | 21,964 | 12"36" |
| Town of Palm Beach | E-3 Forcemain Rehabilitation | November, 2014 | Contact: Doug Terry Phone: 561-838-5440<br>Dterry@townofpalmbeach.com | 6,000 | 12" Force main |
| Town of Lantana | CIPP and Manhole Rehab 2015 | June, 2015 | Contact: Darrell Blom Phone: 561-540-5750<br>Dblom@lantana.org | 20,000 | 8" to 12" |
| City of Delray | CIPP Lining | On going | Contact: Spencer Britt Phone: 561-243-7164<br>Britt@mydelraybeach.com | 25,139 | 8"-12" |
| Ormond Beach | I&I Program | July, 2017 | Contact: Alex Schuman<br>386-676-3306<br>Alex.Schumann@ormondbeach.org | 2,842 | 12"-36" |

HINTERLAND GROUP INC.
Lining and Infrastructure Repair

Hinterland Group, Inc.
2051 W. Blue Heron Blvd.
Riviera Beach, FL. 33404

3/8/2021

For questions or comments please contact us at (561) 640-3503

| | | | | | |
|---|---|---|---|---|---|
| City of West Palm Beach | Master of Contract for Sanitary Sewer and Stormwater Piping CIPP | Annual Contract Held Since September 2015 | Contact: Daniel Roberge<br>Phone: 561-494-1053<br>Droberge@wpb.org | 20,499 | 8" to 36" |
| Town of Mangonia Park | I&I Program | December, 2016 | Contact: David Frodsham Phone: 561-681-5269<br>Dfrodsham@cgasolutions.com | 12,795 | 8" |
| Lauderdale by the Sea | I&I Program | On going | Contact: Don Prince<br>Phone: 954-640-4233<br>Email:DonP@lauderdalebythesea-fl.gov | 19,293 | 8"-12" |
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# OSHA's Form 300 (Rev. 04/2004)

# Log of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.** Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader. In addition, the forms are programmed to auto-calculate as appropriate.

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

**Please Record:**
- Information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid.
- Significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional.
- Work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12.

**Reminders:**
- Complete an injury and illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.
- Feel free to use two lines for a single case if you need to.
- Complete the 5 steps for each case.

Establishment name: Hinterland Group

City: Riviera Beach State: FL

| Step 1. Identify the person | | | Step 2. Describe the case | | | Step 3. Classify the case (SELECT ONLY ONE circle based on the most serious outcome:) | | | | Step 4. Enter the number of days the injured or ill worker was: | | Step 5. Select one column: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Remained at Work | | | | | | Illness | | | |
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness (e.g., 2/10) | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Job transfer or restriction (I) | Other record-able cases (J) | Away from work (K) | On job transfer or restriction (L) | (M) Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| Reset | | | ___/___ month / day | | | ○ | ○ | ○ | ○ | ___ days | ___ days | ○ | ○ | ○ | ○ | ○ | ○ |
| | | | | | Page totals ▶ | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Add a Form Page

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

(1) Injury (2) Skin disorder (3) Respiratory condition (4) Poisoning (5) Hearing loss (6) All other illnesses

# OSHA's Form 300A (Rev. 04/2004)

## Summary of Work-Related Injuries and Illnesses

**Note: You can type input into this form and save it.**
Because the forms in this recordkeeping package are "fillable/writable" PDF documents, you can type into the input form fields and then save your inputs using the free Adobe PDF Reader.

Year 20 20

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.*

### Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 0 |
| (G) | (H) | (I) | (J) |

### Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

### Injury and Illness Types

| Total number of . . . (M) | | | |
|---|---|---|---|
| (1) Injuries | 0 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 0 |

***Post this Summary page from February 1 to April 30 of the year following the year covered by the form.***

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

### Establishment information

Your establishment name: Hinterland Group

Street: 2051 West Blue Heron Blvd

City: Riviera Beach State: FL Zip: 33404

Industry description (*e.g., Manufacture of motor truck trailers*)

Underground Utilities

North American Industrial Classification (NAICS), if known (e.g., 336212)

### Employment information *(If you don't have these figures, see the Worksheet on the next page to estimate.)*

Annual average number of employees: 170

Total hours worked by all employees last year: 350,000

### Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Emily Davies — Human Resources

Company executive — Title

Phone 561-640-3503 Date 1/4/2021

Reset

# OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Hinterland Group

City: Riviera Beach State: Florida

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | | |
| | | | | | | | | Remained at work | | | | (M) | | | | | | |
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Job transfer or restriction (I) | Other record-able cases (J) | Away From Work (days) (K) | On job transfer or restriction (days) (L) | Injury (1) | Skin Disorder (2) | Respiratory Condition (3) | Poisoning (4) | Hearing Loss (5) | All other illnesses (6) |
| 1 | Dylan Winfrey | Laborer | 3-7-2019 | 551 South Military Tr. WPB, FL | Laceration to lower part of face | | X | | | 25 | | X | | | | | |
| 2 | Maximo Perez | Driver | 3-28-2019 | Charlotte County, FL | Sprain to right knee | | X | | | 6 | | X | | | | | |
| 3 | Butch Forrester | CIPP Foreman | 4-9-2019 | LS 4101 Palm Beach County, FL | Hernia of groin on right side | | X | | | 8 | | X | | | | | |
| 4 | Ivan Pulido | CIPP Laborer | 5-8-2019 | Crescent Dr. Stuart, FL | Left shoulder strain | | | X | | | 7 | X | | | | | |
| 5 | Christopher Fuller | Driver | 5-29-2019 | Charlotte County, FL | Head injury | | | X | | | 5 | X | | | | | |
| 6 | Yasmany Morales | CIPP Driver | 12-3-2019 | Englewood Rd &Pinedale Dr Port Charlotte,FL | Groin injury | | X | X | | 15 | 15 | X | | | | | |
| | | | | | | | | | | | | | | | | | |
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| | | | | | Page totals | 0 | 4 | 3 | 0 | 54 | 27 | 6 | 0 | 0 | 0 | 0 | 0 |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

| | Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
|---|---|---|---|---|---|---|
| | (1) | (2) | (3) | (4) | (5) | (6) |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete.*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 4 | 3 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 54 | 27 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | (M) |
|---|---|---|---|
| (1) Injury | 6 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

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## Establishment information

Your establishment name: Hinterland Group

Street: 2051 West Blue Heron Blvd.

City: Riviera Beach State: Florida Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilities

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

## Employment information

Annual average number of employees: 160

Total hours worked by all employees last year: 310,000

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Emily Davis
Company executive

Human Resources
Title

561-640-3503
Phone

1/8/2020
Date

# OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Hinterland Group

City: Riviera Beach State: Florida

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | |
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | Death | Days away from work | Remained at work | | Away From Work (days) | On job transfer or restriction (days) | (M) Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
| | | | | | | | | Job transfer or restriction | Other record-able cases | | | | | | | | |
| | | | | | | (G) | (H) | (I) | (J) | (K) | (L) | (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | Dylan Winfrey | Laborer | 3-7-2019 | 551 South Military Tr. WPB, FL | Laceration to lower part of face | | X | | | 25 | | X | | | | | |
| 2 | Maximo Perez | Driver | 3-28-2019 | Charlotte County, FL | Sprain to right knee | | X | | | 6 | | X | | | | | |
| 3 | Butch Forrester | CIPP Foreman | 4-9-2019 | LS 4101 Palm Beach County, FL | Hernia of groin on right side | | X | | | 8 | | X | | | | | |
| 4 | Ivan Pulido | CIPP Laborer | 5-8-2019 | Crescent Dr. Stuart, FL | Left shoulder strain | | | X | | | 7 | X | | | | | |
| 5 | Christopher Fuller | Driver | 5-29-2019 | Charlotte County, FL | Head injury | | | X | | | 5 | X | | | | | |
| 6 | Yasmany Morales | CIPP Driver | 12-3-2019 | Englewood Rd &Pinedale Dr Port Charlotte,FL | Groin injury | | X | X | | 15 | 15 | X | | | | | |
| | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |
| | | | | | **Page totals** | *0* | *4* | *3* | *0* | *54* | *27* | *6* | *0* | *0* | *0* | *0* | *0* |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

| Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 4 | 3 | 0 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 54 | 27 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | (M) |
|---|---|---|---|
| (1) Injury | 6 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

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## Establishment information

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Underground Utilities

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1623

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

## Employment information

Annual average number of employees: 160

Total hours worked by all employees last year: 310,000

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

Human Resources
Title

561-640-3503
Phone

1/8/2020
Date

# OSHA's Form 301
# Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

This *Injury and Illness Incident Report* is one of the first forms you must fill out when a recordable work-related injury or illness has occurred. Together with the *Log of Work-Related Injuries and Illnesses* and the accompanying *Summary*, these forms help the employer and OSHA develop a picture of the extent and severity of work-related incidents.

Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies
Title Human Resources
Phone 561-640-3503 Date 1/8/2020

## Information about the employee

1) Full Name Dylan Winfrey
2) Street 501 Wendell Rd.
City Fort Pierce State FL Zip 34950
3) Date of birth 5/12/1996
4) Date hired 10/1/2018
5) [X] Male
[ ] Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional
Andrew Slavin, DMD, FACS
7) If treatment was given away from the worksite, where was it given?
Facility
Street
City State Zip
8) Was employee treated in an emergency room?
[ ] Yes
[x] No
9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[x] No

## Information about the case

10) Case number from the Log 1 *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness 3/7/2019
12) Time employee began work 7:00 AM AM
13) Time of event 10:00 AM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Cutting pipe with chop saw

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
Employee was cutting some pipe with chop saw; The chop saw bounced and hit employee in the face.

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Laceration to lower part of face

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
chop saw

18) **If the employee died, when did death occur?** Date of death

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# OSHA's Form 301
# Injuries and Illnesses Incident Report

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U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

## Information about the employee

1) Full Name Maximo Perez

2) Street 354 Springfield Dr.

City West Palm Beach State FL Zip 33415

3) Date of birth 8/16/1963

4) Date hired 2/4/2019

5) [X] Male
[ ] Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional
Melanie Escobar- Helix Urgent Care

7) If treatment was given away from the worksite, where was it given?

Facility Palm's West Hospital

Street 13001 Southern Blvd

City Loxahatchee State FL Zip 33470

8) Was employee treated in an emergency room?
[x] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[x] No

## Information about the case

10) Case number from the Log 2 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 3/28/2019

12) Time employee began work 7:00 AM AM

13) Time of event 1:00 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

pulling liner

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

employee tripped and twisted knee

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

sprain to right knee

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 301
# Injuries and Illnesses Incident Report

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies
Title Human Resources
Phone 561-640-3503 Date 1/8/2020

## Information about the employee

1) Full Name Butch Forrester

2) Street 404 Lakewood Ct. Unit 3B
City Jupiter State FL Zip 33458

3) Date of birth 7/24/1976

4) Date hired 6/11/2018

5) [X] Male
[ ] Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional
John Bacha, D.O.

7) If treatment was given away from the worksite, where was it given?
Facility Palm's West Hospital
Street 13001 Southern Blvd
City Loxahatchee State FL Zip 33470

8) Was employee treated in an emergency room?
[ ] Yes
[x] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[x] No

## Information about the case

10) Case number from the Log 3 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 4/9/2019

12) Time employee began work 7:00 AM AM

13) Time of event 4:00 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Pulling cutting machine from manhole

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
Was pulling cutter from manhole, and felt a sharp pain. Has a bulge on right side of groin area with pain.

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Large Inguinal hernia

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 301
# Injuries and Illnesses Incident Report

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U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

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If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

## Information about the employee

1) Full Name Ivan Pulido

2) Street 250 NE 45 St.

City Fort Lauderdale State FL Zip 33334

3) Date of birth 8/14/1976

4) Date hired 9/24/2014

5) [X] Male
[ ] Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional

7) If treatment was given away from the worksite, where was it given?

Facility Helix PBG Urgent Care

Street 3555 Northlake Blvd

City Palm Beach Gardens State FL Zip 33403

8) Was employee treated in an emergency room?
[ ] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[ ] No

## Information about the case

10) Case number from the Log 4 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 5/8/2019

12) Time employee began work 7:00 AM AM

13) Time of event 1:30 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Trying to reset a 24" plug from a pipe.

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

Employee was pulling the air hose and the rope when he felt a pull in his left arm, and he could not feel his arm for about 5-10 minutes.

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Left shoulder strain

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

18) **If the employee died, when did death occur?** Date of death

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Completed by Emily Davies
Title Human Resources
Phone 561-640-3503 Date 1/8/2020

## Information about the employee

1) Full Name Chris Fuller
2) Street 335 Southridge Road
City Delray Beach State FL Zip 33444
3) Date of birth 7/28/1984
4) Date hired 2/25/2019
5) [X] Male
[ ] Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional
Matthew Wiesinger MD

7) If treatment was given away from the worksite, where was it given?
Facility Bayfront Health Port Charlotte
Street 2500 Harbour Boulevard
City Port Charlotte State FL Zip 33952

8) Was employee treated in an emergency room?
[ ] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[ ] No

## Information about the case

10) Case number from the Log 5 *(Transfer the case number from the Log after you record the case.)*
11) Date of injury or illness 5/29/2019
12) Time employee began work 7:00 AM AM
13) Time of event 11:04 AM AM [ ] Check if time cannot be determined

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*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."
Pulling a line

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."
A stop sign fell over and hit employee on the head. The stop sign did not appear to be properly secured.

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."
Head injury

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.
Stop sign

18) **If the employee died, when did death occur?** Date of death

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# OSHA's Form 301
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Within 7 calendar days after you receive information that a recordable work-related injury or illness has occurred, you must fill out this form or an equivalent. Some state workers' compensation, insurance, or other reports may be acceptable substitutes. To be considered an equivalent form, any substitute must contain all the information asked for on this form.

According to Public Law 91-596 and 29 CFR 1904, OSHA's recordkeeping rule, you must keep this form on file for 5 years following the year to which it pertains

If you need additional copies of this form, you may photocopy and use as many as you need.

Completed by Emily Davies

Title Human Resources

Phone 561-640-3503 Date 1/8/2020

## Information about the employee

1) Full Name Yasmany Morales

2) Street 424 Englewood Drive

City Lake Worth State FL Zip 33461

3) Date of birth 6/7/1984

4) Date hired 12/26/2018

5) [X] Male
[ ] Female

## Information about the physician or other health care professional

6) Name of physician or other health care professional
Scott T. Martz, DO

7) If treatment was given away from the worksite, where was it given?

Facility Gulf Urology of Englewood, PA

Street 2061 Englewood Road, Suite 3A

City Englewood State FL Zip 34223

8) Was employee treated in an emergency room?
[X] Yes
[ ] No

9) Was employee hospitalized overnight as an in-patient?
[ ] Yes
[ ] No

## Information about the case

10) Case number from the Log 6 *(Transfer the case number from the Log after you record the case.)*

11) Date of injury or illness 12/3/2019

12) Time employee began work 7:00 AM AM

13) Time of event 3:30 PM PM [ ] Check if time cannot be determined

***Please do not include any personally identifiable information (PII) pertaining to worker(s) involved in the incident (e.g., no names, phone numbers, or SSNs) in the following fields.**

*14) **What was the employee doing just before the incident occurred?** Describe the activity, as well as the tools, equipment or material the employee was using. Be specific. Examples: "climbing a ladder while carrying roofing materials"; "spraying chlorine from hand sprayer"; "daily computer key-entry."

Operating Vac truck

*15) **What happened?** Tell us how the injury occurred. Examples: "When ladder slipped on wet floor, worker fell 20 feet"; "Worker was sprayed with chlorine when gasket broke during replacement"; "Worker developed soreness in wrist over time."

The hose on the Vac truck hit him in the groin area.

*16) **What was the injury or illness?** Tell us the part of the body that was affected and how it was affected. Examples: "strained back"; "chemical burn, hand"; "carpal tunnel syndrome."

Groin injury

*17) **What object or substance directly harmed the employee?** Examples: "concrete floor"; "chlorine"; "radial arm saw." If this question does not apply to the incident, leave it blank.

Vac truck hose

18) **If the employee died, when did death occur?** Date of death

Public reporting burden for this collection of information is estimated to average 22 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Persons are not required to respond to the collection of information unless it displays a current valid OMB control number. If you have any comments about this estimate or any other aspects of this data collection, including suggestions for reducing this burden, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300 (Rev. 01/2004)
# Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name Hinterland Group

City Riviera Beach State FL

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: (M) | | | | | |
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | Death | Days away from work | Remained at work: Job transfer or restriction | Remained at work: Other recordable cases | Away From Work (days) | On job transfer or restriction (days) | Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
| | | | | | | (G) | (H) | (I) | (J) | (K) | (L) | (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | [redacted] | foreman | 1/4/18 | Deerfield L/S | left external ear torn open | | 2 | | | | | X | | | | | |
| 2 | | laborer | 1/16/18 | Belleglade L/S | facial laceration | | | | | | | X | | | | | |
| 3 | | Pipe layer | 1/11/18 | Holly hill | Shoulder injury | | | | | | | X | | | | | |
| 4 | | laborer | 2/20/18 | Boca | Shoulder / back injury | | | | | | | X | | | | | |
| 5 | | Driver | 3/15/18 | Century village | lump on chest with pain | | | | | | | X | | | | | |
| 6 | | laborer | 3/21/18 | 992 W 15th Street | Stroke in Chest | | 1 | | | | | X | | | | | |
| 7 | | laborer | 6/11/18 | 21st ave, ft. lauderdale | Bruised left shoulder | | | | | | | X | | | | | |
| 8 | | laborer | 6/21/18 | altamonte springs | right hand and back injury | | | | | | | X | | | | | |
| 9 | | laborer | 7/25/18 | upland L-3 124 J | Cut on left hand | | | | | | | X | | | | | |
| 10 | | laborer | 7/27/18 | North wood rd. WPB | laceration on middle finger left hand | | | | | | | X | | | | | |
| 11 | | laborer | 7/27/18 | Satellite Beach | rash | | | | | | | X | | | | | |
| 12 | | Foreman | 8/8/18 | PBC lift station | Cut around the eye | | | | | | | X | | | | | |
| | | | | | **Page totals** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)
# Summary of Work-Related Injuries and Illnesses

Year 2018

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 2 | 0 | 1 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 3 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 12 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name: Hinterland Group, Inc

Street: 2051 W Blue Heron Blvd

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

## Employment information

Annual average number of employees: 105

Total hours worked by all employees last year: 210000

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/6/2019
Date

OSHA's Form 300 (Rev. 01/2004)

# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 20 17

**U.S. Department of Labor**
**Occupational Safety and Health Administration**

Form approved OMB no. 1218-0176

*You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.*

Establishment name Hinterland Group
City Riviera Beach State FL

| Identify the person | | | Describe the case | | | Classify the case (CHECK ONLY ONE box for each case based on the most serious outcome for that case:) | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | Remained at Work | | | | (M) | | | | | |
| (A) Case no. | (B) Employee's name | (C) Job title (e.g., Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | Death (G) | Days away from work (H) | Job transfer or restriction (I) | Other record-able cases (J) | Away from work (K) | On job transfer or restriction (L) | Injury (1) | Skin disorder (2) | Respiratory condition (3) | Poisoning (4) | Hearing loss (5) | All other illnesses (6) |
| 1 | Ivan Pulido | Laborer | 3/15 | Jobsite Zephyrhills | Cut hand on metal banding | ☐ | ☐ | ☑ | ☐ | 0 days | 5 days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 2 | Juan Deleon | Laborer | 4/24 | Jobsite Atlantic | bruised muscles & ribs from tripod fall | ☐ | ☐ | ☑ | ☐ | 0 days | 5 days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 3 | Ivan Pulido | Laborer | 4/27 | Jobsite Whitehaven | injured arm pulling liners | ☐ | ☑ | ☐ | ☐ | 0 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 4 | Lawrence Dolan | Electrician | 5/11 | Jobsite Inlet bridge Boca | hit by electric shock from panel | ☐ | ☑ | ☑ | ☐ | 5 days | 6 days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 5 | Abdel Vega | Laborer | 5/12 | Jobsite Tampa | tripod fell on him & injured shoulder | ☐ | ☑ | ☑ | ☐ | 2 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 6 | James Coffman | Supervisor | 7/19 | Jobsite Belle Glade | In altercation, fell back injured arm | ☐ | ☐ | ☑ | ☐ | 0 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 7 | Jesse Murray | Inlet DUP Technician | 7/24 | Riviera shop | right hand laceration | ☐ | ☐ | ☑ | ☐ | 0 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 8 | Lawrence Dolan | Electrician | 8/7 | ___ | Strained back - preexisting | ☐ | ☑ | ☐ | ☐ | 0 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 9 | Yoefrank Zamora | Laborer | 8/14 | West Palm Beach | pain in right ear from hose | ☐ | ☑ | ☐ | ☐ | 2 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 10 | Donald Pate | Foreman | 9/14 | Jobsite Ft. Lauderdale | Pain in right leg/hip | ☐ | ☑ | ☐ | ☐ | 0 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 11 | Kristopher Hayes | Laborer | 9/15 | Jobsite Ft. Pierce | Fracture and Lacerations right hand | ☐ | ☑ | ☐ | ☐ | 4 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| 12 | Jaime Pereira | Driver | 12/13 | Jobsite West Palm Beach | Manhole lid fell and broke toe | ☐ | ☐ | ☐ | ☐ | 0 days | ___ days | ☒ | ☐ | ☐ | ☐ | ☐ | ☐ |
| ___ | ___ | ___ | / | ___ | ___ | ☐ | ☐ | ☐ | ☐ | ___ days | ___ days | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |
| | | | | **Page totals** ➤ | | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ | ___ |

*Be sure to transfer these totals to the Summary page (Form 300A) before you post it.*

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistical Analysis, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)
# Summary of Work-Related Injuries and Illnesses

Year 2017

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 4 | 3 | 6 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 13 | 18 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 12 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name: Hinterland Group, Inc

Street: 992 W 15th Ave

City: Riviera Beach State: FL Zip: 33404

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

## Employment information

Annual average number of employees: 100

Total hours worked by all employees last year: 200000

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/4/2018
Date

# OSHA's Form 300 (Rev. 01/2004)
# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2016

**U.S. Department of Labor**
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Hinterland Group

City Riviera Beach State Fl

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | | |
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | Death | Days away from work | Remained at work | | Away From Work (days) | On job transfer or restriction (days) | (M) Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
| | | | | | | | | Job transfer or restriction | Other record-able cases | | | | | | | | |
| | | | | | | (G) | (H) | (I) | (J) | (K) | (L) | (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | Dwayne Castiglione | Laborer | 9/9/16 | Jobsite Saint Petersburg | Strain of muscle in arm | | 8 | | | | | | | | | | |
| 2 | Eduardo Rivera | Laborer | 9/15/16 | Gulf to Bay Hwy 60 | Vac truck hose blew water in ear | | 8 | | | | | | | | | | |
| 3 | Danny Crutchfield | foreman | 11/17/16 | Jobsite Palm Beach | digging to locate line, injured neck + shoulder | | 0 | | | | | | | | | | |
| 4 | Daniel Gonzalez | Laborer | 12/5/16 | Hinterland Group in yard | Cleaning mixer and caught fingers | | 3 | | | | | | | | | | |
| 5 | Pedro Montanez | Laborer | 12/22/16 | Jobsite West Palm Beach | cutting Fiberglass and dust in eyes | | 0 | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | |
| | | | | | **Page totals** | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

| | Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
|---|---|---|---|---|---|---|
| | (1) | (2) | (3) | (4) | (5) | (6) |



Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300A (Rev. 01/2004)
# Summary of Work-Related Injuries and Illnesses

Year 2016

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 0 | 0 | 5 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 0 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 5 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

## Establishment information

Your establishment name Hinterland Group, Inc

Street 5401 N Haverhill Rd #114

City Riviera Beach State FL Zip 33404

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilties / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

## Employment information

Annual average number of employees 60

Total hours worked by all employees last year 120000

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/5/2017
Date

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this office.

# OSHA's Form 300 (Rev. 01/2004)
# Log of Work-Related Injuries and Illnesses

**Attention:** This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2015

**U.S. Department of Labor**
Occupational Safety and Health Administration

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Form approved OMB no. 1218-0176

Establishment name Hinterland Group

City Riviera Beach State FL

| Identify the person | | | Describe the case | | | Classify the case | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | CHECK ONLY ONE box for each case based on the most serious outcome for that case: | | | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | |
| (A) Case No. | (B) Employee's Name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness (mo./day) | (E) Where the event occurred (e.g. Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch) | Death | Days away from work | Remained at work | | Away From Work (days) | On job transfer or restriction (days) | (M) Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
| | | | | | | | | Job transfer or restriction | Other record-able cases | | | | | | | | |
| | | | | | | (G) | (H) | (I) | (J) | (K) | (L) | (1) | (2) | (3) | (4) | (5) | (6) |
| 1 | Christian Lozano | Laborer | 1/19/16 | Jobsite Clearwater | Injured back while pulling hose | 4 | | | | 4 | | ✓ | | | | | |
| 2 | Christopher Daugherty | Laborer | 10/05/15 | Jobsite in Brevard | Injured while lifting object | | | | | 3 | | | | | | | |
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| | | | | | Page totals | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



| Injury | Skin Disorder | Respiratory Condition | Poisoning | Hearing Loss | All other illnesses |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |

# OSHA's Form 300A (Rev. 01/2004)

# Summary of Work-Related Injuries and Illnesses

Year 2015

**U.S. Department of Labor**
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

*All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete*

*Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."*

*Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.*

## Number of Cases

| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|---|---|---|---|
| 0 | 1 | 1 | 2 |
| (G) | (H) | (I) | (J) |

## Number of Days

| Total number of days away from work | Total number of days of job transfer or restriction |
|---|---|
| 4 | 0 |
| (K) | (L) |

## Injury and Illness Types

| Total number of... | (M) | | |
|---|---|---|---|
| (1) Injury | 1 | (4) Poisoning | 0 |
| (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

**Post this Summary page from February 1 to April 30 of the year following the year covered by the form**

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

## Establishment information

Your establishment name Hinterland Group, Inc

Street 5401 N Haverhill Rd #114

City Riviera Beach State FL Zip 33404

Industry description (e.g., Manufacture of motor truck trailers)
Underground Utilities / W & S

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
____

OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 1 0

## Employment information

Annual average number of employees 30

Total hours worked by all employees last year 60000

## Sign here

**Knowingly falsifying this document may result in a fine.**

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company executive

PM
Title

561-640-3503
Phone

1/10/2016
Date

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

**ITB NO. 2021B-006**
**VACUUM PUMP STATION NO. 1**
**IMPROVEMENTS**

ADVERTISEMENT FOR BIDS

Sealed Bids for the construction of the **Vacuum Pump Station No. 1 Improvements** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 19, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **June 2, 2021 at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents*.**

Invitation to Bid documents are available beginning **April 15, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked **"ITB #2021B-006, VACUUM PUMP STATION NO. 1 IMPROVEMENTS"**.

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 P.M. Bidding Documents are available on your preferred media device as a Compact Disc or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in- person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **April 28, 2021 at 10:00 AM.** Attendance at the pre-bid conference ***is not*** mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: +1 (415) 655-0052 Access 760-090-608
Registration URL
https://attendee.gotowebinar.com/register/2391234794920764172 Webinar ID #701-773-787

**Bid Opening**

**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (415) 655-0060 Access # 500-195-540
Registration URL
https://attendee.gotowebinar.com/register/6636416204415465486 Webinar ID # 612-056-203

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org, Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 7, 2021** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

| | |
|---|---|
| Owner: | **Village of Palm Springs** |
| By: | **Kimberly Wynn** |
| Title: | **Village Clerk** |
| Date: | **April 15, 2021** |

Publication: Lake Worth Herald, Demandstar, and Village of Palm Springs website

+ + END OF ADVERTISEMENT FOR BIDS + +

# ITB NO. 2021B-006
# Vacuum Pump Station No. 1 Improvements
# Virtual E-Bid Opening - June 2, 2021

**Staff Present:**
**Walter Sanchez, Project Manager**
**Jane Worth, Assistant Village Clerk**
**Kimberly Wynn, Village Clerk**

| NAME | Email Address Contact | ADDRESS | BID AMOUNT |
|---|---|---|---|
| Hinterland Group Inc. | info@hinterlandgroup.com | 2051 W. Blue Heron Blvd. Riviera Beach, FL 33404 | $ 472,600.00 |
| Lawrence Lee Construction Services, Inc. | GS@LawrenceLeeConstruction.com | 800 SE Lincoln Ave Stuart, FL 34994 | $ 537,000.00 |
| Boromei Construction, Inc | melissa@boromeiconstruction.com | 420B NW 3rd St., Okeechobee, FL 34972 | $ 553,143.00 |
| Intercounty Engineering, Inc | bids@rfcenvironmental.com | 1925 NW 18 Street Pompano Beach, FL 33069 | $ 578,432.00 |

**Meeting Start: 2:00 PM**
**Meeting End: 2:07 PM**

CONTRACT DOCUMENTS

# VACUUM PUMP STATION NO. 1 IMPROVEMENTS

BID NO.: 2021-006

## VILLAGE OF PALM SPRINGS,

FLORIDA

FOR INFORMATION REGARDING THIS PROJECT CONTACT :
ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 • CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803

BID SET

PROJ NO: 400-089.01
DATE: APRIL 1, 2021

**CONTRACT DOCUMENTS**

**for the construction of the**

**VACUUM PUMP STATION**
**NO. 1 IMPROVEMENTS**

**for the**

**VILLAGE OF PALM SPRINGS**

*** * * * ***

**CONSISTING OF:**

**BIDDING REQUIREMENTS**

**CONTRACT FORMS**

**CONDITIONS OF THE CONTRACT**

**DRAWINGS/SPECIFICATIONS**

*** * * * ***

**ECKLER ENGINEERING, INC.**
**4700 Riverside Drive, Suite 110**
**Coral Springs, Florida 33067**
**CA No. 7803**

**April 1, 2021**

**Project No. 400-089.01**

**Eckler Engineering, Inc.**
**4700 Riverside Drive, Suite 110**
**Coral Springs, FL 33067**
**CA 7803**

**_____**
**Douglas K. Hammann, P.E., 50589**
**General, Civil**

**RC Engineering, Inc.**
**5532 NW 106th Drive**
**Coral Springs, Fl. 33076**
**CA 4755**

**_____**
**David L. Rice, P.E., 34343**
**Electrical**

**WGI, Inc.**
**2035 Vista Parkway**
**West Palm Beach, FL 33441**
**CA 6091**

**_____**
**Suhendi Widjaja, P.E., 74108**
**Structural**

**SECTION 00020**

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# PART 1




# BIDDING REQUIREMENTS

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

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+ + END OF ADVERTISEMENT FOR BIDS + +

## INSTRUCTIONS TO BIDDERS

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**ARTICLE 1 – DEFINED TERMS**

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

**ARTICLE 2 – COPIES OF BIDDING DOCUMENTS**

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

**ARTICLE 3 – QUALIFICATIONS OF BIDDERS**

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, present commitments, and other such information as may be called for in Section 00451, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the State of Florida.

B. State of Florida general contractor license number (provide current copy).

C. [Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."]

D. Provide a minimum of five (5) similar projects which have been completed within the past ten (10) years per Section 00451 – Qualification Statement, including project description, final project cost, owner's name, address, and phone number. A similar project shall be defined as utility structure improvement of similar size and complexity.

E. Current Certificate of Insurance per the requirements of Section 00520 – Agreement, Article 10.10.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

**ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE**

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site, if any.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. On request, the Owner will provide the Bidder access to the Site visit during normal working hours. Bidder shall not disturb any ongoing operations at the Site.

B. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and

submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

C. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

D. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

E. Bidder shall not disturb any ongoing operations at the Site.

**ARTICLE 5 – BIDDER'S REPRESENTATIONS**

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings;

E. consider the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs;

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 6 – PRE-BID CONFERENCE**

6.01 A pre-Bid conference will be held at the time and location stated in the invitation or advertisement to bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Owner will transmit to all prospective Bidders of record such Addenda as Owner and Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

**ARTICLE 7 – INTERPRETATIONS AND ADDENDA**

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Owner in writing to the email address stated in the invitation or advertisement to bid. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

**ARTICLE 8 – BID SECURITY**

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 121 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

**ARTICLE 9 – CONTRACT TIMES**

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

**ARTICLE 10 – LIQUIDATED DAMAGES**

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

**ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS**

11.01 Not Used.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

**ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS**

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

12.03 Unless otherwise required to be submitted with the Bid, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers for which such identification is required

Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

**ARTICLE 13 – PREPARATION OF BID**

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

**ARTICLE 14 – BASIS OF BID**

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total

will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

**ARTICLE 15 – SUBMITTAL OF BID**

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to 226 Cypress Lane, Palm Springs, FL 33461.

15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

15.04 The following documents shall be submitted with and made a part of the Bid:

Section 00400 Bid Submission Checklist
Section 00410 Bid Form
Section 00430 Bid Bond
Section 00431 Tabulation of Subcontractor and Suppliers
Section 00440 Florida Trench Safety Act Certification
Section 00451 Qualifications Statement
Section 00452 Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion
Section 00453 Noncollusion Affidavit
Section 00454 Drug-Free Workplace Certificate
Section 00455 Sworn Statement on Public Entity Crimes
Section 00456 – Scrutinized Companies Certification Form
Certificate of Insurance

**ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID**

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

**ARTICLE 17 – OPENING OF BIDS**

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

**ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE**

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

**ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT**

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

**ARTICLE 20 – BONDS AND INSURANCE**

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the

Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

**ARTICLE 21 – SIGNING OF AGREEMENT**

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

**ARTICLE 22 – SALES AND USE TAXES**

22.01 CONTRACTOR is responsible for all sales and use taxes applicable to this project.

END OF SECTION

**SECTION 00400**

**BID SUBMISSION CHECKLIST**

Project Name: VACUUM PUMP STATION NO. 1 IMPROVEMENTS

Bid Number: 2021B-006

Bidder's Name: _____

The following items must be submitted in the following order with your bid:

1. ☐ Completed Section 00400 - Bid Submission Checklist.

2. ☐ Completed Section 00410 - Bid Form.

3. ☐ Completed Section 00430 - Bid Bond, complete with Power of Attorney.

4. ☐ Completed Section 00431 – Tabulation of Subcontractors and Suppliers.

5. ☐ Completed Section 00440 – Florida Trench Safety Act Certification.

6. ☐ Completed Section 00451 –Qualifications Statement.

7. ☐ Completed Section 00452 – Bidder's Statement of Disputes, Litigation, Arbitration, and Surety Completion – Last Three (3) Years

8. ☐ Completed Section 00453 - Non-Collusive Affidavit.

9. ☐ Completed Section 00454 - Drug-Free Workplace.

10. ☐ Completed Section 00455 - Public Entity Crimes.

11. ☐ Completed Section 00456 – Scrutinized Companies Certification Form.

12. ☐ Provide requested bidder qualification information per Section 00200 - Instructions to Bidders, Articles 3.1, 3.2, 3.3, and 3.4.

14. ☐ Current insurance certificate showing that bidder can meet the insurance requirements per Specification Section 00815 - Supplementary Conditions, Article SC-5.04 and SC-5.06, A.

15. ☐ Signed copy of all Addenda.

Submit one (1) original and two (2) copies of all documents listed above. Original shall be clearly marked Original.

Failure to provide the above listed items may result in your bid being deemed non-responsive.

END OF SECTION

# BID FORM

## ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

***VILLAGE OF PALM SPRINGS***

***C/O Kimberly Wynn, Village Clerk***

***226 Cypress Lane, Palm Springs, FL 33461***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

## ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

## ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

| **Addendum No.** | **Addendum, Date** |
|---|---|
| | |
| | |
| | |
| | |

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Not used.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

**ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the e execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**[SUGGESTED FORMATS FOR LUMP SUM BID]**

| | |
|---|---|
| Lump Sum Bid Price | $ |
| Lump Sum Contingency Allowance | $50,000.00 |

**Total of All Lump Sums** $ _____

---

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete within 210 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 calendar days after the date when the Contract Times commence to run.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

H. Documentation per Section 00200 – Instructions to Bidders, page 8, Article 15.04.

**ARTICLE 8 – DEFINED TERMS**

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

---

By:
*[Signature]* _____

_____

*[Printed name]* _____

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]* _____

*[Printed name]* _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____

*(where applicable)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

# SECTION 00430
# BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*:

SURETY *(Name, and Address of Principal Place of Business)*:

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

BID
Bid Due Date: May 19, 2021 at 2:00 P.M.
Description: Vacuum Pump Station No. 1 Improvements:

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| **BIDDER** | **SURETY** |
|---|---|
| _____ (Seal) | _____ (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: _____ | By: _____ |
| Signature | Signature (Attach Power of Attorney) |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| Attest: _____ | Attest: _____ |
| Signature | Signature |
| Title | Title |

*Note: Addresses are to be used for giving any required notice.*
*Provide execution by any additional parties, such as joint venturers, if necessary*.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SECTION 00431
TABULATION OF SUBCONTRACTORS AND SUPPLIERS

The Undersigned states that the following is a full and complete list of the proposed subcontractors and suppliers on this Project and the class of work to be performed by each and that such list will not be added to nor altered without written consent of the Owner through the Engineer.

| **SUBCONTRACTOR OR SUPPLIER AND ADDRESS** | **CLASS OF WORK OR MATERIAL** |
|---|---|
| (1) _____ | _____ |
| (2) _____ | _____ |
| (3) _____ | _____ |
| (4) _____ | _____ |
| (5) _____ | _____ |
| (6) _____ | _____ |
| (7) _____ | _____ |

(Add additional pages as needed.)

BIDDER:_____

By:_____

Name:_____

Title:_____

Date:_____

SECTION 00440
FLORIDA TRENCH SAFETY ACT CERTIFICATION

The Bidder acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the most current version of the Florida Trench Safety Act (90-96, Laws of Florida). The Bidder further identifies the costs to be summarized below:

| | Cost |
|---|---|
| 1. Trench Safety Act Compliance | $ _____ |
| 2. Special Shoring | $ _____ |

Identify method of compliance for Item #1: _____

_____

Identify or attach a copy of Special Shoring Requirements for Item #2: _____

_____

The undersigned certifies that he/she is the Contractor who will perform the trench excavation for this project and hereby gives written assurance that Contractor will comply with the applicable trench safety standards specifically set forth in Florida's Trench Safety Act (90-96, Laws of Florida).

BIDDER: _____

By: _____

Name: _____

Title: _____

Sworn to and subscribed before me this_____day of_____, 20___.

_____
Notary Public

My Commission Expires: _____

## QUALIFICATIONS STATEMENT

**THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS**

**1. SUBMITTED BY:**

Official Name of Firm: _____

Address: _____

_____

_____

**2. SUBMITTED TO:** _____

**3. SUBMITTED FOR:** _____

Owner: _____

Project Name: _____

_____

_____

_____

**TYPE OF WORK:** _____

_____

_____

**4. CONTRACTOR'S CONTACT INFORMATION**

Contact Person: _____

Title: _____

Phone: _____

Email: _____


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**5. AFFILIATED COMPANIES:**

Name: _____

Address: _____

_____

_____

**6. TYPE OF ORGANIZATION:**

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____


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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____


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## 7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

## 8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

## 9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____


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***NOTE:** AN **AFFIDAVIT** WILL BE REQUIRED AT BID TIME FROM THE BONDING COMPANY (MIN. RATING A-) CERTIFYING THE ABOVE INDICATED BONDING CAPACITIES. ONCE AWARD OF CONTRACT IS ISSUED, THE CONTRACTOR MUST PROVIDE THE ***VILLAGE*** WITH A **PERFORMANCE AND PAYMENT BOND** FOR 100 PERCENT (100%) OF THE CONTRACT PRICE IN ACCORDANCE WITH SECTION 255.05, FLORIDA STATUTES. SAID BOND MUST BE **RECORDED** IN THE OFFICIAL RECORDS IN AND FOR PALM BEACH COUNTY AND A CERTIFIED COPY OF THE RECORDED BOND MUST BE PROVIDED TO THE VILLAGE PRIOR TO THE CONTRACTOR PROVIDING ANY SERVICES UNDER THE CONTRACT.

## 10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

THE ***VILLAGE*** RETAINS THE RIGHT TO REQUEST ADDITIONAL FINANCIAL STATEMENTS AFTER BID OPENING AND PRIOR TO CONTRACT AWARD AT ITS OWN DISCRETION.

## 11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.


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Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

## 12. SAFETY PROGRAM:

Name of Contractor's Safety Officer:_____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 300 - Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):


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Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |
| YEAR | _____ | EMR | _____ |

Total Recordable Frequency Rate (TRFR) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |
| YEAR | _____ | TRFR | _____ |

Total number of man-hours worked for the last 5 Years:

| | | | |
|---|---|---|---|
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |
| YEAR | _____ | TOTAL NUMBER OF MAN-HOURS | _____ |

Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away From Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

| | | | |
|---|---|---|---|
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |
| YEAR | _____ | DART | _____ |

**13. EQUIPMENT:**

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.


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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES:_____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Affidavit from Bonding Company certifying current bonding capacity/limits as listed in Section 9.
5. Evidence of authority for individuals listed in Section 6 to bind organization to an agreement.
6. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
7. Required safety program submittals listed in Section 12.
8. Additional items as pertinent.


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# SCHEDULE A

CURRENT EXPERIENCE

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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## SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

| Project Name | Owner's Contact Person | Design Engineer | Contract Date | Type of Work | Status | Cost of Work |
|---|---|---|---|---|---|---|
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |
| | Name:<br>Address:<br>Telephone: | Name:<br>Company:<br>Telephone: | | | | |


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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

| ITEM | PURCHASE DATE | CONDITION | ACQUIRED VALUE |
|---|---|---|---|
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**EJCDC® C-451, Qualifications Statement.**
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SECTION 00452
BIDDER'S STATEMENT OF DISPUTES, LITIGATION,
ARBITRATION, AND SURETY COMPLETION
LAST THREE (3) YEARS

| PROJECT | NAME AND ADDRESS OF OWNER OR ENGINEER | NAME AND PHONE OF OWNER OR ENGINEER REPRESENTATIVE | DATE OF CONTRACT | AMOUNT | STATUS |
|---|---|---|---|---|---|

(Signed)_____

SECTION 00453

NONCOLLUSION AFFIDAVIT

TO: The _____, herein called the "Owner."

Pursuant to bidding requirements for the work titled "**Vacuum Pump Station No. 1 Improvements**," the enclosed contract documents shall be provided to the Owner.

State of _____

County of _____

_____, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is_____(officer's title) of_____(company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Village of Palm Springs or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

_____

Subscribed and sworn to before me
this_____day of_____, 20_____

_____
Notary Public

My commission expires _____

SECTION 00454
DRUG-FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that _____
_____(Print or Type Name of Firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

- Informs employees about the dangers of drug abuse in the workplace; the firm's policy of maintaining a drug-free working environment and available drug counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed upon employees for drug-use violations.

- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal a copy of the statement specified above.

- Notifies the employees that as a condition of working on the commodities or contractual services under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violation of Chapter 1893 or any controlled substance law of the State of Florida or the United States for a violation occurring in the workplace, no later than 5 days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

- Imposes a sanction on or requires the satisfactory participation in a drug-abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

- Makes a good faith effort to continue to maintain a drug-free workplace through the implementation of the drug-free workplace program.

"As a person authorized to sign this statement, I certify that the business, firm, or corporation named above complies fully with the requirements set forth herein."

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this day of_____, 20___

Personally known or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires_____

SECTION 00455
SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____

COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____
(firm name of Bidder/Contractor)

is _____.

2. My relationship to _____
(firm name of Bidder/Contractor)

is _____.
(relationship such as sole proprietor, partner, president, vice president)

3. I understand that a "public entity crime" as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

5. I understand that "affiliate" is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime; or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime; or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate; or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder/Contractor nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Bidder/Contractor, nor any affiliate of the Bidder/Contractor, has been convicted of public entity crime subsequent to July 1, 1989.

(Draw a line through Paragraph 6 if Paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Bidder/Contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder/Contractor who is active in the management of the Bidder/Contractor or an affiliate of the Bidder/Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____.

A copy of the order of the Division of Administrative Hearings is attached to this statement.

(Draw a line through Paragraph 7 if Paragraph 6 above applies.)

_____
(Signature)

Sworn to and subscribed to before me in the State and County first mentioned above on the _____ day of _____, 20____.

_____
Notary Public

(affix seal)

_____
My commission expires

SECTION 00456
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____ (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

**CONTRACTOR:**
By:_____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before this _____ day of _____, 20_____, by _____, who is the _____ of _____, who is personally known to me or who has produced_____ as identification.

NOTARY PUBLIC
Printed Name of Notary_____
My Commission expires: _____

# PART 2




# CONTRACT FORMS

# NOTICE OF AWARD

Date of Issuance:

| | | | |
|---|---|---|---|
| Owner: | Village of Palm Springs | Owner's Task Order No.: | 240, 266 &278 |
| Engineer: | Eckler Engineering, Inc. | Engineer's Project No.: | 400-089.01 |
| Project: | Vacuum Pump Station No. 1 Improvements | Contract Name: | Vacuum Pump Station No. 1 Improvements |

Bidder:

Bidder's Address:

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated [_____] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

_____ .

*[describe Work, alternates, or sections of Work awarded]*

The Contract Price of the awarded Contract is: $_____ *[note if subject to unit prices, or cost-plus]*

[ ] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically. *[revise if multiple copies accompany the Notice of Award]*

☐ a set of the Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of this Notice of Award:

1. Deliver to Owner [____] counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security *[e.g., performance and payment bonds]* and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner**:**

Authorized Signature

By:

Title:

Copy: Engineer

# SECTION 00520
# AGREEMENT
# BETWEEN OWNER AND CONTRACTOR
# FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between Village of Palm Springs ("Owner") and

("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator and, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Vacuum Pump Station No. 1 Improvements.**

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Eckler Engineering, Inc.

3.02 The Owner has retained Eckler Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 210 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 240 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times.

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Work other than Unit Price Work, a lump sum of: $_____.

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| **Unit Price Work** | | | | | |
|---|---|---|---|---|---|
| **Item No.** | **Description** | **Unit** | **Estimated Quantity** | **Unit Price** | **Extended Price** |
| | Not Applicable | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities) | | | | | $ N/A |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

C. Total of Lump Sum Amount and Unit Price Work (subject to final Unit Price adjustment) $_____.

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in accordance with Florida Statute 255.078 but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 1 percent per annum.

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

**ARTICLE 9 – CONTRACT DOCUMENTS**

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to11, inclusive).
2. Performance bond (pages 1 to 3, inclusive).
3. Payment bond (pages 1 to3, inclusive).
4. Other bonds.
   a. ___ (pages ___ to ___, inclusive).

b. ___ (pages ___ to ___, inclusive).

c. ___ (pages ___ to ___, inclusive).

5. General Conditions (pages 1 to 65, inclusive).

6. Supplementary Conditions (pages 1 to 10, inclusive).

7. Specifications as listed in the table of contents of the Project Manual, dated April 1, 2021.

8. Drawings (not attached but incorporated by reference) consisting of 39 sheets with each sheet bearing the following general title: Vacuum Pump Station No. 1 Improvements, dated April 1, 2021.

9. Addenda (numbers ___ to ___, inclusive).

10. Exhibits to this Agreement (enumerated as follows):

    a. Contractor's Bid (pages ___ to ___, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:

    a. Notice to Proceed.

    b. Work Change Directives.

    c. Change Orders.

    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

**ARTICLE 10 – MISCELLANEOUS**

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Indemnity*

A. The parties recognize that the CONTRACTOR is an independent contractor. The CONTRACTOR agrees to assume liability for and indemnify, hold harmless, and defend the VILLAGE, its council members, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the CONTRACTOR in the performance of this Contract. The CONTRACTOR's liability hereunder shall include all attorney's fees and costs incurred by the VILLAGE in the enforcement of this indemnification provision. This includes claims made by the employees of the CONTRACTOR against the VILLAGE and the CONTRACTOR hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

B. Subject to the limitations set forth in this Section, CONTRACTOR shall assume control of the defense of any claim asserted by a third party against the VILLAGE and, in connection with such defense, shall appoint lead counsel, in each case at the CONTRACTOR's expense. The VILLAGE shall have the right, at its option, to participate in the defense of any third party claim, without relieving CONTRACTOR of any of its obligations hereunder. If the CONTRACTOR assumes control of the defense of any third party claim in accordance with this paragraph, the CONTRACTOR shall obtain the prior written consent of the VILLAGE before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the CONTRACTOR shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the VILLAGE and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the VILLAGE, be detrimental in any material respect to the VILLAGE's reputation; (ii) the third party claim seeks an injunction or equitable relief against the VILLAGE; or (iii) the CONTRACTOR has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

C. It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statues. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the VILLAGE may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

10.07 *Governing Law and Remedies*

A. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

10.08 *Office of the Inspector General*

A. Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all Village contracts.

10.09 *Public Records*

A. The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

1. Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable tie at a cost that does not exceed the cost provided in this Chapter 119, Florida Statutes, or as otherwise provided by law.

3. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.

4. Upon the completion of the Agreement, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the Village.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461**.

10.10 *Insurance*

A. The limits of liability for insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less that the following amounts or greater where required by Law and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

| | | |
|---|---|---|
| a. | State | Statutory |
| b. | Applicable Federal | Statutory |
| c. | Employer Liability: | |
| | Bodily injury, each accident | $1,000,000 |
| | Bodily injury by disease, each employee | $500,000 |
| | Bodily injury/disease aggregate | $1,000,000 |
| | Foreign voluntary worker compensation | Statutory |

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

| | | |
|---|---|---|
| a. | General Aggregate | $2,000,000 |
| b. | Products – Completed Operations Aggregate | $2,000,000 |
| c. | Personal and Advertising Injury | $1,000,000 |
| d. | Each Occurrence (Bodily Injury and Property Damage) | $1,000,000 |

3. Automobile Liability under paragraph 6.03.D of the General Conditions:

| | | |
|---|---|---|
| a. | Bodily Injury: | |
| | Each Person | $500,000 |
| | Each Accident | $1,000,000 |
| b. | Property Damage: | |
| | Each Incident | $1,000,000 |

4. Umbrella of Excess Liability under paragraph 6.03.E of the General Conditions:

| | | | |
|---|---|---|---|
| a. | Excess or Umbrella Liability | | |
| | 1) | General Aggregate | $5,000,000 |
| | 2) | Each Occurrence | $1,000,000 |

5. Contractor's Pollution Liability under paragraph 6.03.F of the General Conditions:

| | | | |
|---|---|---|---|
| a. | Contractor's Pollution Liability | | |
| | 1) | General Aggregate | $2,000,000 |
| | 2) | Each Occurrence | $1,000,000 |

6. Additional Insureds include the respective officers, partners, directors, employees, agents, consultants, and subconsultants of the following firms and municipal government(s):

   a. Village of Palm Springs

10.11 *Audit By Village*

A. The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

10.12 *Copies of Data/Documents*

A. Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

10.13 *Ownership*

A. Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

10.14 *Limitations of Liability*

A. Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

10.15 *Enforcement Costs*

A. All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

10.16 *Copyrights and/or Patent Rights*

A. CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling of the goods, shipped or ordered, as a result of this Agreement and the CONTRACTOR agrees to hold the Village harmless from any and all liability, loss, or expense occasioned by any such violation.

10.17 *Protection of Property*

A. The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

10.18 *Damage to Persons or Property*

A. The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

10.19 *Discrimination*

A. The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

10.20 *Construction Defects*

A. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

10.21 *Public Entity Crimes*

A. Contractor acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statues, for CATEGORY TWO for a period of 36 months following the date of being placed on the

convicted vendor list. The Contractor will advise the Village immediately if it becomes aware of any violation of this statute.

10.22 *Scrutinized Companies*

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

10.23 *E-Verify*

A. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all Subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Subcontractors' newly hired employees;

2. Secure an affidavit from all Subcontractors (providing services or receiving funding under this Agreement) stating that the Subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

3. Maintain copies of all Subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

4. Comply fully, and ensure all of its Subcontractors comply fully, with Section 448.095, Florida Statutes;

5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

6. Be aware that if the Owner terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the Village as a result of the termination of the Agreement.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

| VILLAGE: | CONTRACTOR: |
|---|---|
| By: _____ | By: _____ |
| Title: Mayor | Title: _____ |
| | *(Seal)* |
| Attest: _____ | Attest: _____ |
| Title: Village Clerk | Title: Notary Public |
| Approved as to Form: _____ | |
| Title: Village Attorney | |
| Address for giving notices: | Address for giving notices: |
| 226 Cypress Lane | _____ |
| Palm Springs FL, 33461 | _____ |
| _____ | _____ |
| | License No.: _____ *(where applicable)* |

# NOTICE TO PROCEED

| | | | |
|---|---|---|---|
| Owner: | Village of Palm Springs | Owner's Task Order No.: | 240, 266 & 278 |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Eckler Engineering, Inc. | Engineer's Project No.: | 400-089.01 |
| Project: | Vacuum Pump Station No. 1 Improvements | Contract Name: | Vacuum Pump Station No. 1 Improvements |
| | | Effective Date of Contract: | |

**TO CONTRACTOR:**

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on [_____, 20__].

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, [the date of Substantial Completion is _____, and the date of readiness for final payment is_____.

Before starting any Work at the Site, Contractor must comply with the following:
*[Note any access limitations, security procedures, or other restrictions]*

Owner**:**

Authorized Signature

By:

Title:

Date Issued:

Copy: Engineer

# PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description: **Vacuum Pump Station No. 1 Improvements**

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| _____ *(seal)* | _____ *(seal)* |
| Contractor's Name and Corporate Seal | Surety's Name and Corporate Seal |
| **By:** _____ | **By:** _____ |
| Signature | Signature *(attach power of attorney)* |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |
| **Attest:** _____ | **Attest:** _____ |
| Signature | Signature |
| _____ | _____ |
| Title | Title |

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.


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10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:


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# PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

CONSTRUCTION CONTRACT

Effective Date of the Agreement:
Amount:
Description: **Vacuum Pump Station No. 1 Improvements**

BOND

Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

---

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

_____ *(seal)*
Contractor's Name and Corporate Seal

**By:** _____
Signature

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

**SURETY**

_____ *(seal)*
Surety's Name and Corporate Seal

**By:** _____
Signature *(attach power of attorney)*

_____
Print Name

_____
Title

**Attest:** _____
Signature

_____
Title

***Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.***


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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.


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12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:


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# PART 3




# CONTRACT CONDITIONS

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

# STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

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**EJCDC® C-700 (Rev. 1), Standard General Conditions of the Construction Contract.**
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National Society of Professional Engineers

1420 King Street, Alexandria, VA 22314-2794

(703) 684-2882

www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

www.acec.org

American Society of Civil Engineers

1801 Alexander Bell Drive, Reston, VA 20191-4400

(800) 548-2723

www.asce.org

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**ARTICLE 1 – DEFINITIONS AND TERMINOLOGY**

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer


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has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.


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24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.


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37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.


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48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.


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3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

**ARTICLE 2 – PRELIMINARY MATTERS**

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and


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3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or


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computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

**ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,


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error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.


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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

**ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.


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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.


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G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part


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by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.


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5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,


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c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after


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becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

    b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

    d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.


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5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.


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F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.


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## ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is


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maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).


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4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage:

a. Such insurance shall be maintained for three years after final payment.

b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.

3. Broad form property damage coverage.

4. Severability of interest.

5. Underground, explosion, and collapse coverage.

6. Personal injury coverage.

7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.

8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result


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of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.


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6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).


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5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.


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6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the


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policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and


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guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

3) it has a proven record of performance and availability of responsive service; and

4) it is not objectionable to Owner.

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times; and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.


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D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

a. shall certify that the proposed substitute item will:

1) perform adequately the functions and achieve the results called for by the general design,

2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and


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2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.


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E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.


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O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work


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7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;


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2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or


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exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to


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provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

   a. Contractor shall submit the number of Samples required in the Specifications.

   b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.


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8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.


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D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop


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Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

**ARTICLE 8 – OTHER WORK AT THE SITE**

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.


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8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.


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D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.


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9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during


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or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.


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B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

**ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an


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adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on


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the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under


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the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.


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B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim


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submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable


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thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

    c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

    d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

    e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

    f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes


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other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.


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B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.


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## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Contractor shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Contractor, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to


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cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.


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B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will


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include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:


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a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or


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e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

h. the Contract Price has been reduced by Change Orders;

i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount


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remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.


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E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of


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inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled; and

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,


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including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.


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E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

**ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,


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and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for


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expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

**ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

**ARTICLE 18 – MISCELLANEOUS**

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.


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18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.


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# SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2013 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

*SC-1.01 Defined Terms*

**SC-1.01. Add to the list of definitions in Paragraph 1.01.A by inserting the following as numbered items in their proper alphabetical positions:**

**SURETY – The person, firm, or corporation which is bound by the contract bonds with and for Contractor (Principal); and which is held and firmly bound unto Owner for the conditions of obligations set forth in said bonds.**

## ARTICLE 2 – PRELIMINARY MATTERS

*SC-2.01 Delivery of Bonds and Evidence of Insurance*

**SC-2.01 Delete Paragraphs 2.01 B. in their entirety and insert the following in their place:**

**B. Evidence of Contractor's Insurance: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner copies of the policies of insurance (including all endorsements, and identification of applicable self-insured retentions and deductibles) required to be provided by Contractor in Article 6. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.**

**SC-2.01 Delete Paragraphs 2.01 C. in its entirety.**

*SC-2.03 Before Starting Construction*

**SC-2.03 Amend the second sentence of Paragraph 2.03.A to read as follows:**

**At the Preconstruction Conference (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review**

**ARTICLE 4 – PRELIMINARY MATTERS**

*SC-4.01 Commencement of Contract Times; Notice to Proceed*

**SC-4.01 Amend the third sentence of Paragraph 4.01 A. to read as follows:**

**A. In no event will the Contract Times commence to run later than the one hundred eightieth day after the day of Bid opening or the ninetieth day after the Effective Date of the Contract, whichever date is earlier.**

**ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

*SC-5.01 Availability of Lands*

**SC-5.01 Add the following to the end of paragraph 5.01.C:**

**Contractor shall obtain said land rights at his own expense and without liability to the Owner. Contractor shall not enter upon private property without first obtaining written permission from the rightful property owner.**

*SC-5.03 Subsurface and Physical Conditions*

**SC 5.03 Delete Paragraphs 5.03.A and 5.03.B in their entirety and insert the following:**

**A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.**

*SC-5.06 Hazardous Environmental Conditions*

**SC 5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:**

**A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.**

**B. Not Used.**

**SC-5.06 Delete Paragraph 5.06 I. in its entirety.**

**SC 5.06 Amend the first paragraph of 5.06.J of the General Conditions by changing "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs)" to "(including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or other dispute resolution costs)"**

**ARTICLE 6 – BONDS AND INSURANCE**

*SC-6.01 Performance, Payment, and Other Bonds*

**SC 6.01 Delete Paragraph 6.01.B in its entirety and insert the following:**

**B. All Bonds shall be in the form prescribed by the Contract Documents or other form approved by Owner. All else notwithstanding, the terms of all Bonds shall be substantially in the form prescribed by Chapter 255, Florida Statutes. All Bonds shall be executed by Contractor and a corporate bonding company licensed to transact such business in the State of Florida and named on the**

**current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. Contractor will cause the Bonds to be recorded with the Clerk of the Circuit Court in the county in which the Work is to be performed. Failure to execute bonds in the form prescribed may constitute nonresponsiveness on the part of Contractor. The expense for all Bonds shall be Contractor's responsibility.**

*SC-6.02 Insurance—General Provisions*

**SC-6.02 Add the following paragraph immediately after Paragraph 6.02.B:**

**1. Certificates of insurance shall be issued by a company with a Best's rating of at least B+ authorized to do business in the State of Florida. Owner must approve non-rated insurers. If used, Owner shall be shown as the Certificate Holder, Engineer as Additional Insured and provide for a 30-day cancellation notice.**

**SC-6.02 Delete Paragraph 6.02 D. in its entirety.**

**SC-6.02 Add the following paragraph immediately after Paragraph 6.02.J:**

**K. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) until new Certificate(s) have been provided. Non-continuance of work after expiration (or cancellation) of Certificate(s) will not constitute a delay beyond Contractor's control as defined in paragraph 4.05.**

**L. Contractor shall arrange for its insurers' policies to include, or be endorsed to include, a severability of interest/cross liability provision, so that Owner will be treated as if a separate policy were in existence, but without increasing the policy limits.**

**M. Contractor's deductibles/self-insured retentions shall be disclosed to Owner and may be disapproved by the latter. They shall be reduced or eliminated at the option of Owner. Contractor is responsible for the amount of any deductible or self-insured retention.**

**N. Insurance required of Contractor or any other insurance of Contractor shall be considered primary and insurance or self-insurance of Owner shall be considered excess, as may be applicable to claims that arise out of this contract.**

**O. The Contractor shall either (a) require each subcontractor to procure and maintain the same coverage as required of the Contractor, or (b) insure the activities of subcontractors in his own policy.**

**SC-6.05.A. Add the following to the list of items in Paragraph 6.05.A, as numbered items:**

**14. include for the benefit of Owner loss of profits and soft cost coverage including, without limitation, fixed expenses and debt service for a minimum of 12 months with a maximum deductible of 30 days, plus attorneys fees and engineering or other consultants' fees, if not otherwise covered;**

**15. include by express endorsement coverage of damage to Contractor's equipment.**

**ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

*SC-7.02 Labor; Working Hours*

**SC-7.02.B. Amend the first and second sentences of Paragraph 7.02.B to state "…all Work at the Site shall be performed during regular working hours, 7:00 AM through 5:00 PM. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday recognized by the Owner without prior written approval by the Owner. The Owner recognizes the following legal holidays:**

**New Year's Day (January 1)**
**Martin Luther King Jr. Day (3rd Monday in January)**
**President's Day (3rd Monday in February)**
**Good Friday**
**Memorial Day (Last Monday of May)**
**Independence Day (July 4)**
**Labor Day (1st Monday of September)**
**Veteran's Day (November 11)**
**Thanksgiving Day (4th Thursday of November)**
**Day After Thanksgiving (4th Friday of November)**
**Christmas Eve (December 24)**
**Christmas Day (December 25)**
**New Year's Eve (December 31)"**

**SC-7.02.C. Add the following new paragraph immediately after Paragraph 7.02.B:**

**Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work outside of regular working hours as defined in the Contract Documents. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

**SC-7.07 Delete Paragraph 7.07 B. in its entirety.**

*SC-7.11 Record Documents*

**SC-7.11.A. Add the following new paragraph immediately after Paragraph 7.11.A:**

**Annotation of record documents shall be legible, precise, and complete as determined by Engineer. Record drawings shall also meet all additional requirements if any as specified in the Contract Documents including providing an electronic CAD version.**

*SC-7.12 Safety and Protection*

**SC-7.12.A. Add the following new paragraph immediately after Paragraph 7.12.A.3:**

**4. Contractor shall be responsible at all times for precautions to achieve the protection of all persons, including employees and property. Contractor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury, or property damage. OSHA and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All accidents, injuries,**

**claims, or potential claims shall be reported promptly to Owner.**

*SC-7.16 Shop Drawings, Samples, and Other Submittals*

**SC-7.16.E. Add the following new paragraph immediately after Paragraph 7.16.E.1:**

**2. Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for costs generated as a result of more than two submittals of any one Shop Drawing or Sample being required for evaluation due to rejection for noncompliance of the original submittal or for lack of information required by the Contract Documents. Owner's reimbursement for the charges shall be a deduction from Contractor's Partial Payment(s).**

*SC-7.18 Indemnification*

**SC-7.18 Delete in its entirety**

**ARTICLE 9 – OWNER'S RESPONSIBILITIES**

*SC-9.02 Replacement of Engineer*

**SC-9.02 Amend paragraph 9.02 of the General Conditions by striking out the following words: ",provided the Contractor makes no reasonable objection."**

*SC-9.11 Evidence of Financial Arrangements*

**SC-9.11 Delete in its entirety**

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

*SC-10.03 Project Representative*

**SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.A:**

**B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.**

**1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.**

**2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.**

**3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.**

4. **Liaison:**

    a. **Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.**

    b. **Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.**

    c. **Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.**

5. **Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.**

6. **Shop Drawings and Samples:**

    a. **Record date of receipt of Samples and Contractor-approved Shop Drawings.**

    b. **Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.**

    c. **Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.**

7. **Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.**

8. **Review of Work and Rejection of Defective Work:**

    a. **Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.**

    b. **Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.**

9. **Inspections, Tests, and System Start-ups:**

    a. **Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.**

b. **Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.**

10. **Records:**

    a. **Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.**

    b. **Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.**

    c. **Maintain records for use in preparing Project documentation.**

11. **Reports:**

    a. **Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.**

    b. **Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.**

    c. **Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.**

12. **Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.**

13. **Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.**

14. **Completion:**

    a. **Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.**

    b. **Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a**

**final punch list of items to be completed and deficiencies to be remedied.**

**c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.**

**C. The RPR shall not:**

**1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).**

**2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.**

**3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.**

**4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.**

**5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.**

**6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.**

**7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.**

**8. Authorize Owner to occupy the Project in whole or in part.**

**ARTICLE 12 – CLAIMS**

*SC-12.01 Claims*

**SC 12.01.B** **Amend the first sentence of paragraph 12.01.B of the General Conditions by changing "(but in no event later than 30 days)" to "(but in no event later than 90 days for the Owner and no later than 10 days for the Contractor)".**

**ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

*SC-13.01 Cost of the Work*

**SC 13.01.B.5.c** **Add the following to the end of Paragraph 13.01.B.5.c:**

**In no case shall rates exceed those published by the current edition of Data Quest Incorporated titled, Rental Rate Blue Book for Construction Equipment, and other procedures established by Florida Department of Transportation.**

**SC 13.01.B.5.f** **Amend the first sentence of paragraph 13.01.B.5.f by striking out the following words: "(except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05)."**

**SC 13.01.B.5.i** **Add the following new paragraphs immediately after paragraph 13.01.B.5.i:**

**j. The cost of compliance with current local, state and federal safety regulations.**

*SC-13.03 Unit Price Work*

**SC 13.03.E** **Delete Paragraph 13.03.E in its entirety and insert the following in its place:**

**E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment by the Owner under the following conditions:**

**1. if the extended price of a particular item of Unit Price Work amounts to 25 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and**

**2. if there is no corresponding adjustment with respect to any other item of Work; and**

**3. if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.**

**SC 13.03.E** **Add the following new paragraphs immediately after Paragraph 13.03.E:**

**F. Owner reserves the right to delete any Unit Price Work with the change, if any, in the Contract Price or in the Contract Times determined in accordance with Article 11.**

**ARTICLE 14 –TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

*SC-14.02 Tests, Inspections, and Approvals*

**SC 14.02.A Add the following to the end of Paragraph 14.02.A:**

**Contractor shall reimburse Owner for the charges of Engineer and Engineer's Consultants for all costs due to work not being ready for tests and/or inspections when the Contractor has notified Engineer that work is ready for tests and/or inspections. Contractor shall reimburse Owner for all failed tests and subsequent retests. Partial payments payable to Contractor shall be distributed, first to reimburse the Owner for such charges, with the balance distributed to the Contractor in accordance with the Contract Documents.**

**ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

*SC-15.01 Progress Payments*

**SC 15.01.B.2 Delete Paragraph 15.01.B.2 in its entirety and insert the following in its place:**

**Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor certifying that Contractor has disbursed to all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment out of previous progress payments received by Contractor for all work completed and materials furnished in the previous period, less a retainage withheld by Contractor pursuant to an agreement with a subcontractor. Contractor shall provide a waiver of lien for all stored materials with the second application for payment after submitting application for payment. If the waiver of lien is not provided, current application for payment will be reduced by the value of the stored materials until said time waiver of lien is received or stored materials become incorporated in the Work. Within 30 days of receipt for the final progress payment or any other payments received thereafter except the final payment, Contractor shall pay all subcontractors and suppliers having an interest in the contract their pro rata shares of the payment for all work completed and materials furnished.**

**SC 15.01.D.1 Change Paragraph 15.01.D.1 to read as follows:**

**After presentation of the Application for Payment to the Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of paragraph 15.01.C) become due and when due, will be paid by Owner to Contractor within thirty (30) days.**

*SC-15.03 Substantial Completion*

**SC 15.03.B Add the following new subparagraph to Paragraph 15.03.B:**

**1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.**

# PART 4

# MISCELLANEOUS DOCUMENTS

# Contractor's Application for Payment No.

| | | |
|---|---|---|
| | Application Period: | Application Date: |
| To (Owner): | From (Contractor): | Via (Engineer): |
| Project: | Contract: | |
| Owner's Contract No.: | Contractor's Project No.: | Engineer's Project No.: |

**Application For Payment**

**Change Order Summary**

| Approved Change Orders | | |
|---|---|---|
| Number | Additions | Deductions |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| TOTALS | | |
| NET CHANGE BY CHANGE ORDERS | | |

| | |
|---|---|
| **1. ORIGINAL CONTRACT PRICE** | **$** |
| **2. Net change by Change Orders** | **$** |
| **3. Current Contract Price (Line 1 ± 2)** | **$** |
| **4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)** | **$** |
| **5. RETAINAGE:** | |
| **a. X _____ Work Completed** | **$** |
| **b. X _____ Stored Material** | **$** |
| **c. Total Retainage (Line 5.a + Line 5.b)** | **$** |
| **6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)** | **$** |
| **7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)** | **$** |
| **8. AMOUNT DUE THIS APPLICATION** | **$** |
| **9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)** | **$** |

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and
(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor Signature**

| | |
|---|---|
| By: | Date: |

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)


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# CERTIFICATE OF SUBSTANTIAL COMPLETION

| | | | |
|---|---|---|---|
| Owner: | Village of Palm Springs | Owner's Task Order No.: | 240, 266 & 278 |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Eckler Engineering, Inc. | Engineer's Project No.: | 400-089.01 |
| Project: | Vacuum Pump Station No. 1 Improvements | Contract Name: | Vacuum Pump Station No. 1 Improvements |

**This [preliminary] [final] Certificate of Substantial Completion applies to:**

☐ All Work ☐ The following specified portions of the Work:

**Date of Substantial Completion**

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Work or portion thereof designated above is hereby established, subject to the provisions of the Contract pertaining to Substantial Completion. The date of Substantial Completion in the final Certificate of Substantial Completion marks the commencement of the contractual correction period and applicable warranties required by the Contract.

A punch list of items to be completed or corrected is attached to this Certificate. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance, and warranties upon Owner's use or occupancy of the Work shall be as provided in the Contract, except as amended as follows: *[Note: Amendments of contractual responsibilities recorded in this Certificate should be the product of mutual agreement of Owner and Contractor; see Paragraph 15.03.D of the General Conditions.]*

Amendments to Owner's responsibilities: ☐ None ☐ As follows

Amendments to Contractor's responsibilities: ☐ None ☐ As follows:

The following documents are attached to and made a part of this Certificate: *[punch list; others]*

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents, nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract.

| EXECUTED BY ENGINEER: | RECEIVED: | RECEIVED: |
|---|---|---|
| By: _____ (Authorized signature) | By: _____ Owner (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ | Title: _____ |
| Date: _____ | Date: _____ | Date: _____ |

**Work Change Directive No.**

| | | | |
|---|---|---|---|
| Date of Issuance: | | Effective Date: | |
| Owner: | Village of Palm Springs | Owner's Task Order No.: | 240, 266 & 278 |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Eckler Engineering, Inc. | Engineer's Project No.: | 400-089.01 |
| Project: | Vacuum Pump Station No. 1 Improvements | Contract Name: | Vacuum Pump Station No. 1 Improvements |

Contractor is directed to proceed promptly with the following change(s):

Description:

Attachments: *[List documents supporting change]*

**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: *[check one or both of the following]*

☐ Non-agreement on pricing of proposed change.

☐ Necessity to proceed for schedule or other Project reasons.

**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price $ [increase] [decrease].

Contract Time days [increase] [decrease].

**Basis of estimated change in Contract Price:**

☐ Lump Sum ☐ Unit Price

☐ Cost of the Work ☐ Other

| RECOMMENDED: | AUTHORIZED BY: | RECEIVED: |
|---|---|---|
| By: | By: | By: |
| Engineer (Authorized Signature) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: | Title: | Title: |
| Date: | Date: | Date: |

Approved by Funding Agency (if applicable)

By: Date:

Title:

**Change Order No.** _____

Date of Issuance: Effective Date:

Owner: Village of Palm Springs
Owner's Task Order No.: 240, 266 & 278
Contractor:
Contractor's Project No.:
Engineer: Eckler Engineering, Inc.
Engineer's Project No.: 400-089.01
Project: Vacuum Pump Station No. 1 Improvements
Contract Name: Vacuum Pump Station No. 1 Improvements

The Contract is modified as follows upon execution of this Change Order:

Description:

Attachments: *[List documents supporting change]*

| **CHANGE IN CONTRACT PRICE** | **CHANGE IN CONTRACT TIMES** *[note changes in Milestones if applicable]* |
|---|---|
| Original Contract Price:<br>$_____ | Original Contract Times:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>$_____ | [Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days |
| Contract Price prior to this Change Order:<br>$_____ | Contract Times prior to this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| [Increase] [Decrease] of this Change Order:<br>$_____ | [Increase] [Decrease] of this Change Order:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |
| Contract Price incorporating this Change Order:<br>$_____ | Contract Times with all approved Change Orders:<br>Substantial Completion: _____<br>Ready for Final Payment: _____<br>days or dates |

| RECOMMENDED: | ACCEPTED: | ACCEPTED: |
|---|---|---|
| By: _____ | By: _____ | By: _____ |
| Engineer (if required) | Owner (Authorized Signature) | Contractor (Authorized Signature) |
| Title: _____ | Title _____ | Title _____ |
| Date: _____ | Date _____ | Date _____ |

Approved by Funding Agency (if applicable)

By: _____ Date:

Title: _____

**Field Order No.** _____

| | | | |
|---|---|---|---|
| Date of Issuance: | | Effective Date: | |
| Owner: | Village of Palm Springs | Owner's Task Order No.: | 240, 266 & 278 |
| Contractor: | | Contractor's Project No.: | |
| Engineer: | Eckler Engineering, Inc. | Engineer's Project No.: | 400-089.01 |
| Project: | Vacuum Pump Station No. 1 Improvements | Contract Name: | Vacuum Pump Station No. 1 Improvements |

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 11.01, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference: _____ Specification(s) _____ Drawing(s) / Detail(s)

Description:

Attachments:

| ISSUED: | RECEIVED: |
|---|---|
| By: _____ Engineer (Authorized Signature) | By: _____ Contractor (Authorized Signature) |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Copy to: Owner

# PART 5




# SPECIFICATIONS

**SECTION 01010**

**SUMMARY OF WORK**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. All of the work under this contract is located within the rights-of-way and utility easements shown on the Drawings.

B. Furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

C. Perform the work complete, in place, and ready for continuous service, and include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

D. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR whether specifically indicated in the Contract Documents or not.

E. Comply with all Municipal, County, State, Federal, and other codes which are applicable to the proposed construction work.

### 1.02 GENERAL DESCRIPTION OF WORK

A. The project consists of a structural modification to improve the access point to the VILLAGE's existing vacuum pump station No. 1 (Marilyn Drive), new vacuum pumps and a new standby emergency generator.

### 1.03 DETAILED DESCRIPTION OF COMPONENTS

A. Minor structural, mechanical, and electrical demolition to facilitate the improvements as indicated by the drawings and specifications.

B. Construction of new reinforced concrete vacuum pump station access structure, complete with flood resistant door, access stairs, and other incidentals as indicated by the drawings.

C. Mechanical and civil sitework include yard piping modifications and chain link fencing improvements as indicated on the drawings.

D. Removing and replacement of the existing vacuum pumps.

E. Provision of a dedicated standby emergency generator.

F. Complete all permitting requirements specified herein.

G. Complete all permitting requirements specified herein.

H. Provide all required survey for layout of construction and record data.

I. Professional preconstruction audio/video tape of existing conditions along complete length of project as specified.

J. Provide all surface restoration work as shown on the drawings and as specified including but not limited to sod replacement, site cleanup and replacement of fences, mailboxes, signage, trees and shrubs as required.

K. Surface preparation and painting of all surfaces as specified.

L. Provide all required record drawings and other record documents.

M. NPDES Generic Construction Permit Compliance.

N. All other required work whether implied or incidental to the proper completion of the project.

**1.04 CONTRACT TIME**

A. Contract times as specified in the Bid form and Agreement are as follows:

1. Substantial Completion = 210 calendar days from Notice to Proceed.
2. Final Completion = 30 calendar days from Date of Substantial Completion.

**1.05 ALLOWANCES**

A. The CONTRACTOR shall include in the Bid, the Lump Sum allowances itemized below to establish a fund which shall be used only by the CONTRACTOR with the specific approval of the ENGINEER to pay the cost of items not called for in these Specifications which cannot be anticipated at the time of Bidding. Payment for items of allowance shall be made in accordance with Article 11 of the General Conditions. Any unused balance of allowance shall revert to the OWNER upon completion of the Work.

BID

| ITEM | DESCRIPTION | AMOUNT |
|---|---|---|
| 1. | Miscellaneous Work Allowance | $50,000.00 |
| | TOTAL | $50,000.00 |

B. Additional contract time for providing miscellaneous work shall be as requested by CONTRACTOR and as approved by OWNER and ENGINEER.

**1.06 PERMITS**

A. The OWNER has obtained permits for the design and construction of these facilities from the following agencies:

1. Palm Beach County DERM Permit.

B. Pursuant to the Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must apply for, obtain and pay prior to or during this project are as follows:

1. Palm Beach County Building Permit (as applicable).

2. Register with Palm Springs Building Department, fees waived.

3. The CONTRACTOR shall verify all requirements, obtain and pay for all permits required for the dewatering Work required by this project.

4. The CONTRACTOR shall verify all requirements, obtain and pay for all permits required for the demolition and disposal work required by this project.

5. NPDES Generic Construction Permit. CONTRACTOR shall verify requirements, obtain and pay for all required permits.

6. Other permits may also be required for the Work from local, County, State or Federal authorities.

7. All associated permit fees (where not waived) shall be paid by the CONTRACTOR. Permit fees shall be reimbursed by payment through the Contract Miscellaneous Work Allowance.

8. ENGINEER shall furnish all required signed/sealed drawings necessary for permit submittals at the CONTRACTOR's request.

**1.07 SPECIAL PROJECT CONSIDERATIONS**

A. Work associated with this project must not adversely impact services to the Village of Palm Springs' residents. As a

result, CONTRACTOR must coordinate the work to meet the following conditions:

1. Do not interrupt sanitary sewer customer service for a period greater than four (4) hours. If temporary shutdown is required, CONTRACTOR must notify ENGINEER and OWNER 72 hours in advance. Temporary shutdown must not exceed four (4) hours.

B. Resident access to their homes shall not be obstructed by CONTRACTOR.

C. CONTRACTOR shall investigate subsurface conditions at the sites as may be required for bid preparation and /or as specified to complete the Work.

D. CONTRACTOR shall not interrupt access to adjacent auto repair business.

**1.08 ALTERNATE ITEMS**

A. The OWNER may require the following alternate items in the event they become necessary for the successful completion of this project:

1. None.

B. Alternate item(s) shall not be included or utilized in the bid evaluation process. If alternates are to be accepted, they will be added prior to the recommendation of award based on available funding at the time.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01300**

**SUBMITTALS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Prepare and submit construction progress schedules, proposed products list, shop drawings, product data, samples, manufacturers' instructions, and manufacturers' certificates, complete and in accordance with the Contract Documents.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00700 - GENERAL CONDITIONS.

B. Section 00800 - Supplementary Conditions.

C. Section 01700 - Contract Closeout.

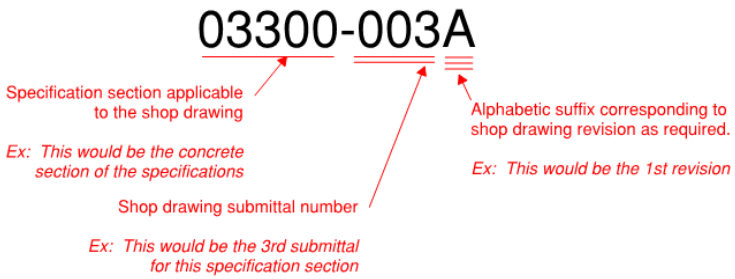
D. Section 01720 - Project Record Documents.

E. Individual Drawings and/or Specification Sections: Additional specific requirements for submitted data.

### 1.03 SUBMITTAL PROCEDURES

A. Transmit each submittal with ENGINEER accepted form. Electronic submittals (via email) are preferred.

B. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.




C. Identify Project, CONTRACTOR, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate.

D. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the ENGINEER and shall bear the CONTRACTOR's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the CONTRACTOR for resubmission.

E. Schedule submittals to expedite the Project, and deliver to ENGINEER at Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida 33067 and allow 20 days for review. Electronic submittals shall be emailed to Eckler Engineering's project manager for review.

F. If submittal documents/shop drawings show variations from Contract requirements because of standard shop practice or for other reasons, describe such variations in the letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. Failure to describe such variations does not relieve the CONTRACTOR of the responsibility for executing the work in accordance with the Contract, even though such drawings have been reviewed.

G. Each Shop Drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
   1. Number and title of the drawing.
   2. Date of drawing or revision.
   3. Name of project building or facility.
   4. Name of contractor and subcontractor submitting drawing.
   5. Clear identification of contents and location of the work.
   6. Specification title and number.
   7. Specification Section.
   8. Applicable Drawing Number.

H. Revise and resubmit submittals as required; identify all changes made since previous submittal.

I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

J. Requirements in this Section are in addition to any specific requirements for submittals specified in other Divisions and Sections of these Contract Documents.

**1.04 CONSTRUCTION PROGRESS SCHEDULES**

A. Submit initial progress schedule in triplicate within 15 days after date established in the Notice to Proceed for ENGINEER review.

B. Revise and resubmit as required.

C. Submit revised schedules with each Application for Payment, identifying changes since previous version.

D. Submit computer generated network analysis diagram using the critical path method, generally as outlined in Associated General Contractors of America (AGC) publication "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".

E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.

F. Indicate estimated percentage of completion for each item of Work at each submission.

G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by the OWNER and under Allowances.

**1.05 PROPOSED PRODUCTS LIST**

A. Within 30 days after date established in the Notice to Proceed, submit a complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

**1.06 SHOP DRAWINGS**

A. Submit the number of copies which CONTRACTOR requires, plus three copies, which will be retained by ENGINEER (maximum of eight).

B. After review, distribute in accordance with Article on Procedures above and for Record Documents described in Section 01720 - Project Record Documents.

C. When used in the Contract Documents, the term "Shop Drawings" shall be considered to mean, in addition to the definition in Section 00705 - GENERAL CONDITIONS, Contractor's drawings plans for material and equipment which become an integral part of the Project. These drawings shall be complete and detailed. Shop Drawings shall consist of fabrication, erection and setting drawings and schedule drawings, manufacturer's scale drawings, and wiring and control diagrams. Cuts, catalogs, pamphlets, descriptive literature, and performance and test data, shall be considered only as supportive to required Shop Drawings as defined above.

D. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material. Materials and equipment lists shall give, for each item thereon, the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

E. For all mechanical and electrical equipment furnished, provide a list including the equipment name, address, telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained.

F. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the ENGINEER along with the required shop drawings. The installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

G. **Only the ENGINEER will utilize the color "red" in marking Shop Drawing submittals.**

**1.07 PRODUCT DATA**

A. Submit the number of copies which the CONTRACTOR requires, plus four copies which will be retained by the ENGINEER (with a maximum of eight).

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.

C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01720 - Project Record Documents.

**1.08 SAMPLES**

A. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes in custom colors selected, textures, and patterns for ENGINEER's selection.

C. Include identification on each sample, with full Project information.

D. Submit the number or samples specified in individual specification Sections; one of which will be retained by ENGINEER.

E. Samples not destroyed in testing shall be sent to the ENGINEER or stored at the site of the work. Accepted samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in the work shall match the accepted samples. Samples which failed testing or are not accepted will be returned to the CONTRACTOR at his expense, if so requested at time of submission.

**1.09 MANUFACTURER'S INSTRUCTIONS**

A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

**1.10 MANUFACTURER'S CERTIFICATES**

A. When specified in individual specification Sections, submit manufacturers' certificate to ENGINEER for review, in quantities specified for Product Data.

B. Indicate material or Product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or Product, but must be acceptable to ENGINEER.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01700**

**CONTRACT CLOSEOUT**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. This section covers the work as related to contract closeout procedures, final inspection, CONTRACTOR's closeout submittals and final application for payment.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01720 - Project Record Documents.

B. Individual Sections - Testing and Closeout Requirements.

### 1.03 SUBSTANTIAL COMPLETION

A. When CONTRACTOR considers the Work is substantially complete, he shall submit to the ENGINEER:
   1. A written notice that the Work, or designated portion thereof, is substantially complete.
   2. A list of items to be completed or corrected.

B. Within a reasonable time after receipt of such notice, the ENGINEER will make an inspection to determine the status of completion.

C. Should the ENGINEER determine that the Work is not substantially complete:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, giving the reasons therefor.
   2. CONTRACTOR shall remedy the deficiencies in the Work, and send a second written notice of substantial completion to the ENGINEER.
   3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is substantially complete, he will:
   1. Prepare and deliver to OWNER a tentative Certificate of Substantial Completion on NSPE Form 1910-8-D, with a tentative list of items to be completed or corrected before final payment.
   2. After consideration of any objections made by the OWNER as provided in GENERAL CONDITIONS, and when the ENGINEER considers the Work substantially complete, he will execute and deliver to the OWNER and the CONTRACTOR a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

### 1.04 FINAL COMPLETION

A. When CONTRACTOR considers the Work is complete, he shall submit written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Equipment and systems have been tested in the presence of the OWNER's representative and are operational.

5. Work is completed and ready for final inspection.

B. The ENGINEER will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

C. Should the ENGINEER consider that the Work is incomplete or defective:
   1. The ENGINEER will promptly notify the CONTRACTOR in writing, listing the incomplete or defective work.
   2. CONTRACTOR shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the ENGINEER that the Work is complete.
   3. The ENGINEER will reinspect the Work.

D. When the ENGINEER finds that the Work is acceptable under the Contract Documents, he shall request the CONTRACTOR to make final closeout submittals.

**1.05 REINSPECTION FEES**

A. Should the ENGINEER perform reinspections due to failure of the Work to comply with the claims of status of completion made by the CONTRACTOR:
   1. OWNER will deduct the amount of such compensation from the final payment to the CONTRACTOR.

**1.06 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ENGINEER**

A. Evidence of Payment and Release of Liens: To requirements of GENERAL and SUPPLEMENTARY CONDITIONS.

B. Certificate of Insurance for Products and Completed Operations.

C. Consent of Surety for Final Payment.

**1.07 FINAL ADJUSTMENT OF ACCOUNTS**

A. Submit a final statement of accounting to the ENGINEER.

B. Statement shall reflect all adjustments to the contract Sum:
   1. The original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders.
      b. Allowances.
      c. Unit Prices.
      d. Deductions for uncorrected Work.
      e. Penalties and Bonuses.
      f. Deductions for liquidated damages.
      g. Deductions for reinspection payments.
      h. Other adjustments.
   3. Total Contract Sum, as adjusted.
   4. Previous payments.
   5. Sum remaining due.

C. ENGINEER will prepare a final Change Order, reflecting recommended adjustments to the Contract Sum which were not previously made by Change Order(s).

**1.08 FINAL APPLICATION FOR PAYMENT**

A. ENGINEER shall send written request directing CONTRACTOR to make final application for payment once the following conditions have been met:

1. All work per contract has been satisfactorily completed.

2. All contract closeout deliverables have been submitted by CONTRACTOR and approved by ENGINEER.

3. The requirements of all permits obtained by OWNER and CONTRACTOR have been satisfied.

4. All closeout submittals per Article 1.06 above have been delivered to ENGINEER.

5. Final contract change order has been approved.

B. CONTRACTOR shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01720**

**PROJECT RECORD DOCUMENTS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Collect, maintain, and provide the required record documents and samples for the project, including record drawings, and construction photographs.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00700 - GENERAL CONDITIONS

B. Section 00800 - Supplementary Conditions.

C. Section 01300 - Submittals.

D. Section 01700 - Contract Closeout

E. Individual Specification Sections: Manufacturer's certificates and certificates of inspections and samples.

### 1.03 SUBMITTALS

A. At Contract closeout, deliver Record Documents and samples under provisions of Section 01700 - Contract Closeout.

B. Submittal quantities shall be as follows:

1. Final Record Drawings - two (2) sets.
2. Construction photographs - two (2) sets with CD’s.
1. Preconstruction audio/video DVD - two (2) copies.

C. Submittals shall be made in accordance with the requirements of Section 01300 - Submittals.

### 1.04 DEFINITIONS

A. ZONE OF INFLUENCE: Area in which surface and/or underground facilities or features will be disturbed by progress of work.

### 1.05 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. In addition to requirements in GENERAL CONDITIONS, maintain at the site for OWNER one record copy of:
1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. ENGINEER's field orders or written instructions.
6. Reviewed shop drawings, product data, and samples.
7. Field test records.
8. Inspection certificates.
9. Manufacturer's certificates.
10. Construction photographs.

B. Store Record Documents and samples apart from documents used for construction. Provide organized, dry, secure storage for Record Documents.

C. Label Record Documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.

D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.

E. Keep Record Documents and samples available for inspection by ENGINEER.

**1.06 RECORDING (RECORD DATA)**

A. Record information on a set of blackline drawings and in a copy of the Contract Documents (Specifications) Book provided by ENGINEER.

B. Provide color marking pens for recording information. Color coding system used shall be approved by ENGINEER. Recommended color coding system as follows:

Green = Deleted Item or Work
Red = Revised Item or Work
Blue = Notation or Clarification

C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.

D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
1. Horizontal locations and vertical elevations of bridge and appurtenances, structure corners, paving corners and other site improvements per Section 01050 - Field Engineering.
2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
3. Field changes of dimension and detail of all disciplines.
4. Changes made by Modifications of all disciplines.
5. Details not on original Contract Drawings of all disciplines.
6. References to related shop drawings and Modifications of all disciplines.
7. Show field location and relative elevation of all located existing underground facilities not shown on contract drawings.
8. Show field location and relative elevation confirming all located existing underground facilities shown on drawings.
9. Dimensional changes to drawings.
10. Revisions to details shown on drawings.
11. Depths of foundations.
12. Locations and depths of underground utilities.
13. Revisions to routing of piping and conduits.
14. Revisions to electrical circuitry.
15. Actual equipment locations.
16. Duct size and routing.
17. Locations of concealed internal utilities.
18. Changes made by Change Order or Construction Change Directive.
19. Details not on the original Contract Drawings.
20. Field records for variable and concealed conditions.

21. Record information on the Work that is shown only schematically.
22. In general, document all revisions/modifications to contract documents.

E. Specifications: Legibly mark each item to record actual construction, including:
1. Manufacturer, trade name, and catalog number of each product actually installed, paying particular attention to optional items and substitute items.
2. Changes made by Addenda and Modifications.

F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specification sections.

**1.07 CONSTRUCTION PHOTOGRAPHS**

A. Provide photographs in color showing the preconstruction conditions, construction progress, and the post-construction conditions.

B. Photographs shall be taken by an experienced photographer.

C. The photographer shall be equipped to take interior/exterior photographs.

D. Photographs shall be taken throughout the construction process and show excavations, piping details, work progress, construction which will ultimately be hidden from view and the final completion. Provide sufficient quantity of photographs to adequately detail construction.

E. Provide two (2) sets of construction photographs. These prints shall measure 3-1/2" x 5". All prints shall be mounted in plastic photographic binders. Also provide two (2) CD’s with all photos.

F. Identify each print with the date, orientation of view, and a description of the view.

G. Deliver CD’s and two sets of prints, all in three-ring binders and sequentially labeled to the ENGINEER upon completion of the project. Binders shall be labeled to indicate project name and number, contractor, owner, engineer and year of project.

**1.08 COLOR AUDIO-VISUAL PRECONSTRUCTION RECORD**

A. General

1. Prior to commencing work, CONTRACTOR shall have a continuous color audio-video DVD recording taken along entire length of Project to serve as a record of preconstruction conditions. No work shall begin prior to review and acceptance of video covering the work area(s) by ENGINEER. ENGINEER shall have authority to reject all or any portion of the video DVD not conforming to specifications and order that it be redone at no additional charge. CONTRACTOR shall reschedule unacceptable coverage within five days after being notified. ENGINEER shall designate those areas, if any, to be omitted from or added to audio-video coverage. DVD recordings shall not be made more than 90 days

prior to work in any area. All DVD(s) and written records shall become property of OWNER.

2. CONTRACTOR shall engage services of a professional videographer. Color audio-video DVD(s) shall be prepared by a responsible commercial firm known to be skilled and regularly engaged in the business of preconstruction color audio-video documentation. Electrographer shall furnish to ENGINEER a list of all equipment to be used for audio-video recording, i.e. manufacturer's name, model number, specifications and other pertinent information. Additional information to be furnished by electrographer is the names and addresses of two references that electrographer has performed color audio-video recording for projects of a similar nature within the last 12 months.

B. Audio-Video DVD(s)

1. Audio-video DVD(s) shall be new. Reprocessed DVD(s) will not be acceptable. The DVD(s) shall be compatible for playback with a standard DVD player, -R or +R format.

C. Equipment

1. All equipment, accessories, materials and labor to perform this service shall be furnished by CONTRACTOR.

2. Total audio-video system shall reproduce bright, sharp, clear pictures with accurate colors and shall be free from distortion, or any other form of imperfection. The audio portion of recording shall reproduce commentary of camera operator with proper volume, clarity and be free from distortion and interruptions.

3. When conventional wheeled vehicles are used, distance from the camera lens to ground shall not be less than 12 feet. In some instances, audio-video coverage may be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance acceptable to ENGINEER.

4. Color video camera used in the recording system shall have horizontal resolution of 300 lines at center, a luminance signal to noise ratio of 45 db ad a minimum illumination requirement of 25 foot-candles.

D. Recorded Information - Audio

1. Each DVD shall begin with current date, project name and municipality (or owner) and be followed by general location, i.e., name of street, house address, viewing side and direction of progress. Audio track shall consist of an original living recording. The recording shall contain the narrative commentary of electrographer, recorded simultaneously with his fixed elevation video record of zone of influence of construction.

E. Recorded Information - Video

1. All video recordings must, by electronic means, display continuously and simultaneously, generated with actual taping,

transparent digital information to include the date and time of recording and station numbers as shown on the Drawings. The date information shall contain the hours, minutes and seconds. Additional information shall be displayed periodically. Such information shall include nut not be limited to project name, contract umber, name of street, house address, direction of travel and the viewing side. This transparent information shall appear on the extreme upper left hand third of the screen.

2. All recording shall be done during times of good visibility. No recording shall be done during precipitation, mist or fog. The recording shall only be done when sufficient sunlight is present to properly illuminate the subjects of recording and to produce bright, sharp video recordings of those subjects.

3. The rate of speed in the general direction of travel of the vehicle used during recording shall not exceed 44 feet per minute. Panning, zoom-in and zoom-out rates shall be sufficiently controlled to maintain a clear view of the object.

4. Video coverage shall include all surface features located within the zone of influence of construction supported by appropriate audio coverage. Such coverage shall include, but not be limited to existing driveways, sidewalks, curbs, pavements, ditches, mailboxes, landscaping, culverts, fences, signs, structures, and headwalls within the area covered.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01730**

**OPERATION AND MAINTENANCE DATA**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. This section covers the work required to prepare and submit operation and maintenance manuals for the project, complete all in accordance with the Contract Documents.

B. Some of the items specified herein are not specifically required for the project. However, these items shall be provided as required for the proper completion of the Work.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 01010 - Summary of Work.

B. Section 01740 - Warranties and Bonds.

### 1.03 SUBMITTALS

A. Submit two copies of preliminary draft or proposed formats and outlines of contents prior to substantial completion of Work. ENGINEER will review draft and return one copy with comments.

B. Submit one (1) copy of completed volumes in final form 15 days prior to system startup. Copy will be returned with ENGINEER comments. Revise content of documents as required prior to final submittal.

C. Submit four (4) copies of revised volumes of data in final form within ten days after substantial completion.

D. Electronic .pdf submittals may be provided in lieu of paper copies.

### 1.04 QUALITY ASSURANCE

A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

### 1.05 GENERAL FORMAT (EACH VOLUME)

A. Prepare data in the form of an instructional manual.

B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.

C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.

D. Arrange content by process flow under section numbers and sequence of Table of Contents of this Project Manual.

E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.

G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

**1.06 OPERATION AND MAINTENANCE MANUALS (EACH VOLUME)**

A. Provide title of Project; owner's name; names, addresses, and telephone numbers of ENGINEER, subconsultants, and CONTRACTOR with name of responsible parties; schedule of products and systems, indexed to content of the volume.

B. Table of Contents: schedule of contents and systems, indexed to each volume.

C. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.

D. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

E. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.

F. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

**1.07 EQUIPMENT AND SYSTEMS DATA**

A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.

C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.

D. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

E. Provide servicing and lubrication schedule, and list of lubricants required.

F. Include manufacturer's printed operation and maintenance instructions.

G. Include sequence of operation by controls manufacturer.

H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

I. Provide control diagrams by controls manufacturer as installed. Include coded wiring as installed.

J. Provide CONTRACTOR's coordination drawings, with coded piping diagrams as installed.

K. Provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

M. Additional Requirements: As specified in individual Product specification sections.

N. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

**1.08 INSTRUCTION OF OWNER PERSONNEL**

A. Before final inspection, instruct OWNER's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.

B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 01740**

**WARRANTIES AND BONDS**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. This section covers the work required to prepare and submit all warranty and bond information required by these Contract Documents.

B. Warranties and bonds required shall be as specified in the individual specification sections and Section 00700 - GENERAL CONDITIONS.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 00200 - Instructions to Bidders.

B. Section 00700 - General Conditions.

C. Section 01700 - Contract Closeout.

D. Individual Specification Sections: Warranties required for specific Products or Work.

### 1.03 FORMAT OF SUBMITTALS

A. Bind in commercial quality, 8-1/2 x 11 three-ring side binders with hardback, cleanable, plastic covers. Provide two copies of completed binders.

B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; date; project owner; name, address and telephone number of CONTRACTOR and ENGINEER.

C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of these Specifications, with each item identified with the number and title of the specification section in which specified, and the name of the Product or work item.

D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

E. Provide dates of beginning and ending of warranty period, bond or service and maintenance contracts.

### 1.04 PREPARATION OF SUBMITTALS

A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty blank until the Date of Substantial completion is determined.

B. Verify that documents are in proper form, contain full information, and are notarized.

C. Co-execute submittals when required.

D. Retain warranties and bonds until time specified for submittal.

**1.05 TIME OF SUBMITTALS**

A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.

B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

Not Used.

END OF SECTION

**SECTION 16204**

**GENERATOR (EXTERIOR ENCLOSED) WITH BASE-MOUNTED TANK**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. The work covered by this portion of the specifications consists of supplying one (1) weather protective, sound attenuated, enclosed, diesel engine stationary emergency generators for standby power use. All necessary equipment and accessories as specified shall be provided any additional equipment required for a completely functional system shall be supplied.

See Electrical Drawings for specific details.

B. It is the intent of these Specifications that the electrical system shall be suitable in every way for the service required. All material and all work which may be reasonably implied as being incidental to the Work of this Section shall be furnished within the Scope of the Contract.

C. Like items provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.

D. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

### 1.02 MANUFACTURER

A. Complete engine generator set, outdoor weather protective enclosure, and sub base fuel oil tank package, and all related and accessory equipment shall be provided by one vendor, thus assuring that the responsibility for performance to this Specification and equipment responsibility shall not be divided among individual suppliers, but shall be assumed solely by one primary supplier. The generator equipment vendor shall be the engine generator manufacturer's factory authorized direct distributor who maintains complete sales, parts, and service facilities and provision in the field of electric power generation on direct behalf of the manufacturer of the engine generator set to be furnished, including factory trained mechanics and technicians and engine generator replacement parts for the generator set supplied.

B. The generator set, generator set enclosure, diesel fuel oil sub base tank shall be manufactured only after the generator set equipment Shop Drawings have been reviewed and approved by the ENGINEER.

C. Generator set shall be completely built, tested and shipped by one manufacturer who has been regularly engaged in the manufacturing of such equipment. Due to the coordination required between the related systems, the engine generator supplier shall be the responsible party and shall supply the entire generator system as a unit, less installation materials, site installation, and equipment interface related services to be furnished by the Installing Contractor The generator set manufacturer's local factory authorized generator set dealer shall provide the generator s set. The generator set supplier must provide evidence of:

1. Experience in the furnishing, installing and servicing of similar sized generator sets.

2. That the dealer is the local authorized sales and service representative of the generator set manufacturer.

3. That the dealer has the equipment and personnel to properly service, provide parts, and maintain the generator set.

4. Supplier's and/or manufacturer's office/maintenance facilities shall be located within sixty (60) miles of the project site.

D. The engine, generator, and radiator must be manufactured, assembled, and tested in the United States of America. The engine provided with the furnished generator set shall be manufactured by the generator set manufacturer, no exceptions.

E. Acceptable manufacturers are as follows:

1. Caterpillar, Inc. has been used as the basis of design for this project and shall be the base bid.

2. Other manufacturers meeting the specified requirements may be considered in accordance with the bid documents.

**1.03 CODES AND REFERENCE STANDARDS**

A. All equipment shall be provided per the requirements of the following codes, Standards, and regulatory requirements as applicable for the furnished equipment and its use and installation.

1. NFPA 30, Flammable and Combustible.

2. NFPA 30A, Motor Fuel Dispensing Facilities.

3. NFPA 33, Standard for Spray Application Using Flammable or Combustible Materials.

4. NFPA 37, Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines.

5. NFPA 70, National Electrical Code (NEC), latest edition, as referenced by Florida Building Code and NEC.

6. NFPA 110, Emergency and Standby Power Systems, latest edition, as referenced by Florida Building Code.

5. OSHA, Occupational Safety and Health Administration

6. FBC, Florida Building Code, including latest Addendums.

7. FDEP, Florida Department of Environmental Protection

8. US EPA, United States Environmental protection Agency, applicable engine emissions regulations

9. UL2200, The complete generator set shall be UL2200 Listed by the generator set manufacturer, not by third Party.

10. US EPA NSPS, generator set engine shall be manufacturer designed, built, and certified by the manufacturer of the furnished generator set which shall meet all applicable diesel engine emissions Tier level regulatory and certification requirements of

the United States Environmental Protection Agency's (US EPA) New Source Performance Standard for Stationary Reciprocating Compression Ignition Engines (NSPS) rules and regulations in affect for EPA defined emergency generator equipment at the time of the generator set's manufacture. The generator set shall be certification labeled EPA "Stationary Emergency" standby meeting EPA "Tier 3" exhaust gas emissions levels by the generator set manufacturer in accordance with the US EPA current regulations. The generator set to be furnished shall not be released for manufacture until Engineer review approval of the generator set vendor issued generator set shop drawing submittals has been issued.

**1.04 SUBMITTALS**

A. Submittals shall be provided in accordance with the Specifications on the Drawings, with all equipment and services indicating compliance with the scope and requirements of the Specifications and Drawings. Shop Drawing Submittals as a minimum shall include detailed identifying and supporting information and drawings for the following:

1. Engine generator set manufacturer, generator set model number, power output parameters, plans and elevations of the units, entrance points for power, control, fuel, storage and foundation requirements.

2. Engine Generator/Exciter control.

3. Fuel consumption rate at 50%, 75% and 100% loads.

4. Exhaust mufflers and accessories and vibration isolators.

5. Automatic battery charger, batteries and battery racks.

6. Diesel storage sub base-mounted tank, fuel connection points, mounting details, and accessories.

7. Generator set electrical accessory equipment, locations, electrical power requirements, mounting, and all mechanical and electrical connection points.

8. Engine cooling air requirements and radiator fan capacity.

9. Electrical diagrams including schematic and interconnection wiring diagrams for all equipment to be provided.

10. Legends for all devices on all diagrams.

11. Sequence of operation, explanations for all portions of schematic wiring diagrams.

12. Load calculations including starting and running kVA.

13. Transient voltage response calculations at 25, 50, 75, and 100% single step load. No single step loading transient voltage drop shall dip below 25% of nominal voltage.

14. Generator set noise levels, mechanical and exhaust at varying distances from the generator set.

15. Generator outdoor enclosure details including provision of FBC compliant wind resistance, missile impact, and sound attenuation compliance capabilities.

16. Generator set sub base tank dimensions, mounting details, connections, and all FDEP approved equipment items.

17. Provide Professional Engineer (licensed in the state of Florida) signed/sealed wind load ratings and supporting calculations for enclosure assembly and sub-base tank as requirement specified herein.

18. Provide manufacturer's optional color selection chart for Owner selection of enclosure exterior color.

19. Weight information for all individual major equipment items and for the complete assembled generator set enclosure and sub base tank package.

B. The specified kW of the generator set to be furnished shall be for emergency electrical service during interruption of the normal utility source. These ratings must be substantiated by manufacturer's standard published curves and factory prototype test and technical data. Special ratings or maximum ratings are not acceptable.

C. Submittals shall be provided no later than 30 days after issuance of a purchase order.

D. Provide generator set startup and testing reports and documentation as specified herein.

E. Provide generator set Operation and Maintenance Manuals as specified herein.

**1.05 WARRANTY AND SERVICE**

A. The generator system supplier shall warrant all of the generator system equipment being supplied to the OWNER against defects in workmanship (100% non-prorated coverage) and materials (100% non-prorated coverage), with no deductible or applicable service related charges, for a period of twenty-four (24) months with the generator set operating under normal use and service. This 24 month warranty period and coverage to be furnished by the generator supplier shall include all generator system furnished equipment, including the generator set, complete outdoor weather protective enclosure, and sub base tank.

Furnished warranty coverage shall include all necessary repair or replacement parts, labor allowances, and travel expense necessary for equipment repairs at the jobsite, and expendables lubricating oil, filters, antifreeze, and other service items made unusable by the defect or needed during the course of repair.

B. Warranty period for all furnished generator system equipment shall commence on date of contract Substantial Completion. Warranties for all equipment installed under this contract shall run concurrently.

C. The generator supplier shall maintain the furnished engine generator set manufacturer's Factory authorized parts, maintenance, and service center with emergency service being available on a 24-hour a day, 365 days a year, on-call basis, via a toll-free call center, capable of dispatching training, parts, and emergency maintenance repairs from

the generator set supplier's local or regional maintenance facility. Generator set supplier's maintenance facility shall have a response period of less than two (2) hours normal travel time from generator set supplier's place of business to Project site from time of notification.

**1.06 DEFINITIONS**

A. Weather Resistant or Protective = Allows moisture or elements into the enclosure in amounts less than that which will cause installed equipment (within enclosure) to malfunction or fail.

B. Hood or Plenum = An inlet or discharge (exhaust) air handling device typically covering an inlet or discharge opening and used for weather protection and/or sound attenuation.

**1.07 DESIGN CRITERIA**

A. Generator Rating

1. Diesel engine generator set shall be manufactured and factory rated for stationary emergency standby power service and sized as indicated on the drawings.

B. Generator enclosure design wind loading shall be calculated in accordance with provisions of ASCE 7-10 for the following criteria per Florida Building Code Section 1609:

1. Basic Wind Speed = 180 MPH (3 second gust).

2. Risk Category = IV

3. Exposure Category = C

4. Internal Pressure Coefficient = ± 0.18.

5. Directionality Factor = 0.85.

C. Enclosure Type/Sound/Color

1. Enclosure Type = Sound Attenuated Aluminum as specified herein.

2. Sound level at a distance of twenty-one (21) feet away from the enclosure in all directions shall be 75 d(B)A, maximum, measured free field area at five (5) feet above grade.

3. Enclosure Exterior Color = White

4. Sub base tank exterior color = black or gray

D. Generator Set Engine Emissions Requirements

1. US EPA Emissions Regulations and Standards = NSPS (New Source Performance Standard for Stationary Reciprocating Compression Ignition Engines), including all Addendums.

2. Use = Stationary, Emergency Use only.

3. Non-Emergency Use = Less than 100 hours/year as defined by US EPA Emissions Regulations.

4. Engine shall meet EPA Tier 3 Emissions level requirements (Stationary Emergency Use Only). Provide generator set manufacturer generator set engine prototype test data indicating the exhaust emissions and certification provisions for compliance with EPA certified requirements and products for the furnished generator set engine. The standby power rated engine generator set shall be generator set manufacturer certification labeled EPA "Stationary Emergency" meeting EPA "Tier 3" exhaust emissions levels by the engine generator manufacturer prior to factory shipment in accordance with current US EPA emissions regulations and standards.

5. Provide EPA Certificate of Conformity indicating US EPA approval of the generator set manufacturer's diesel engine model and family used with the furnished EPA certified engine generator set for the current calender year.

**PART 2 PRODUCTS**

**2.01 ENGINE**

A. Engine shall be water-cooled 4 cycle inline or V-type compression ignition diesel. It shall meet specifications when operating on ultra low sulfur diesel (ULSD). The engine shall be equipped with fuel, lube oil, coolant, exhaust system, silencer, fuel transfer pump, fuel priming pump, fuel water separator, service run time meter, engine driven water pump, engine driven battery charging alternator , batteries, instrument/control panel including: lube oil pressure gauge, tachometer, system voltage, amperage, and frequency, jacket water temperature gauge, system diagnostics code display, other auxiliary equipment as may be required for proper operation and performance of the unit.

B. The engine electronic governor shall maintain frequency regulation not to exceed 0.25%. Governor shall not be affected by noise generated by the connected electrical loads or equipment shall be added so as to facilitate proper governor operation. Fuel system shall be controlled by electronic unit injectors and electronic engine control.

C. The engine/generator set shall be mounted on a structural steel sub-base and shall be provided with generator set manufacturer furnished spring or neoprene type vibration isolators suitable to protect the generator set from harmful vibrations.

D. Safety devices, wiring, and controls for protection of the generator set shall be provided by the generator set vendor as recommended by the generator set manufacturer and as specified herein, which shall minimally include: shutoffs for high water temperature, low oil pressure, overspeed, generator set engine overcrank, and low water level. A contact for each point shall be provided for remote annunciation. Programmable protective relay functions shall include: undervoltage, overvoltage, over frequency, under frequency, over current, high kW level. A common fault relay shall be provided to send a fault signal to the separately provided annunciator system.

E. OSHA approved protection methods and guards shall be provided over all exposed moving parts for both equipment and personnel safety.

F. Engine jacket water heaters shall be limited to one unit, rated not more than 3,000 Watts, 240V, 1 phase. The generator set engine jacket water heater shall be UL recognized and shall be installed on the engine by the engine generator manufacturer, complete with automatic

thermostatic control suitable sized so as to maintain uniform engine coolant temperature of (90-175°F) while the engine is idle. Heater service power shall be connectable for 240 AC single-phase. AC service power for the heater shall be provided by the installing Contractor.

G. Engine shall be EPA Tier 3 Emissions (Emergency Use Only). Generator engine shall be manufacturer designed, built, and certified to meet the applicable emissions Tier level regulatory and certification requirements of the United States Environmental Protection Agency's (US EPA) New Source Performance Standard for Stationary Reciprocating Compression Ignition Engines (NSPS) rules and regulations in affect for EPA defined emergency generator equipment at the time of the generator sets' manufacture. The generator set shall be certification labeled EPA "Stationary Emergency" meeting EPA "Tier 3" exhaust emissions levels by the engine generator manufacturer in accordance with the US EPA current regulations. Provide US EPA issued Certificate of Conformity for the furnished generator set engine and generator set manufacturer's factory documentation confirming EPA emissions regulations and standards compliance requirements.

H. The diesel engine/generator units shall be suitable for starting and running the following loads:

See Electrical Drawings for specific details.

I. The manufacturer shall submit generator sizing load calculations as part of the generator shop drawing submittal.

**2.02 ALTERNATOR**

A. Design - Alternator shall be 4 pole, rigidly coupled to the engine, permanently aligned and of drip proof construction. Bearings shall be permanently lubricated ball bearings. Alternator shall be of the revolving field type with permanent magnet exciter which shall be rotated integrally with generator rotor and with an automatic three phase sensing voltage regulator including: generator system diode failure monitoring, loss of excitation projection, over excitation protection, loss of sensing protection, fault and diagnostics display, fault logging; no commutator shall be permitted.

B. The generator stator winding pitch shall be 2/3 (0.66) winding pitch. Stator, rotor, and exciter insulation system shall all be NEMA Class H as defined by NEMA MG1-1.65. The alternator insulation must be certified under UL 1446 Standard. Provide 100% epoxy varnish impregnation and a coat of epoxy asphalt insulating material to increase resistance to abrasive dust or sand, high humidity, and light acidic, oil, or salt-laden atmospheres, as well as to prevent fungus growth. Temperature rise at rated load shall not exceed 125°C above 40°C ambient.

C. Operation - Alternator shall maintain voltage within +/- 0.25% from no load to full load. Maximum transient voltage drop shall be less than 25%. Generator manual control rheostat shall provide 5% adjustment variation. Alternator shall have protection against overloads and short circuits by field voltage removal. Provide indicating light on control panel with reset push button.

D. Space heater - Alternator shall be provided with UL Listed 120/240V, 500 Watt maximum anti-condensation space heater electrically interlocked with generator run relay for automatic on / off operation. AC service power for the heater shall be provided by the installing Contractor.

**2.03 COOLING SYSTEM**

A. Radiator - An engine mounted radiator with blower type fan shall be sized to maintain safe operation of the generator set during all ranges of generator set loaded operation at 120 degrees Fahrenheit maximum ambient temperature.

B. The engine cooling system shall be pretreated by the engine manufacturer for the inhibiting of internal corrosion.

C. The radiator ventilation air shall exhaust through the enclosure.

**2.04 DIESEL STORAGE SUBBASE TANK AND ACCESSORIES**

A. Provide diesel fuel oil storage sub base tank for coordinated use with the generator set and outdoor enclosure. Fuel tank capacity shall be provided as follows:

See Electrical Drawings for specific details.

The generator equipment sub base tank shall be UL listed Secondary Containment Generator Base Tank and shall be complete with the following minimum features:

1. All steel construction double wall tank, UL 142-Listed - Standard, Horizontal Design.

2. Sub base tank construction and accessory equipment items shall be FDEP approved. Provide sub base tank manufacturer's FDEP EQ approval numbers for all FDEP approved sub base tank per drawings.

3. Fuel Level Gauge with Mechanical Dial to measure fuel level within the tank, (Empty, 1/4, ½, 3/4, Full)Fuel level gage is to be located on top of the tank near the tank fuel fill.

4. High Level Warning - 90%

5. Low Level Warning - 50%

6. Critical Low Level Shut Off - 20%

7. High Fuel level Shutoff - via mechanical overfill prevention valve - 95%

8. Sub base tank primary and secondary tank normal and emergency vents.

9. FDEP approved, auxiliary fuel fill/overspill area with a minimum of five (5) gallon capacity positive fuel containment around the fuel fill connection port. Provide a mechanical fuel fill limiter within the fill port with a tight-fill connection that will stop the flow of fuel into the sub base tank at. The fuel fill port connection on the tank shall be 2-inch sized and shall have a tight fill connection inside to shut off the flow of filling fuel at 95 % of tank capacity.

10. Provide a UL Listed spring loaded drain pull to allow fuel contained within the fill box to be returned directly into the sub base fuel tank.

11. Fuel in interstitial space. Fuel leak detection switch required in interstitial space and wired to engine control panel.

12. ECM Functional Signal

13. Rupture Basin (125% capacity of tank).

14. Adequately sized through tank electrical stub-up area shall be provided. Stub-up opening shall be coordinated with generator manufacturer/supplier to be located under the sub base tank installed generator set mounted circuit breaker junction box.

15. Exact tank dimensions shall be as indicated on drawings.
16. FDEP/BCEP&GMD compliant as indicated on drawings. Indicate manufacturer's FDEP EQ numbers for all FDEP approved equipment on sub base tank manufacturer's drawings.

B. Provide and install additional equipment including but not limited to sub base tank supply double poppet foot valve in tank, solenoid valves if required, piping, unions, isolation ball valves, check valves, vent piping and vents, flexible connectors, etc.

C. Tank system shall be configured for generator sub-base mounting and generator set fuel supply and return. The sub base tank shall accommodate the individual and combined weights of the furnished generator set, outdoor weather protective enclosure, and all installed generator and enclosure accessory equipment.

D. The sub base tank shall include inner and outer tank standard updraft vent pipe riser with vent cap terminating at a minimum height of twelve (12) foot above the bottom of the sub base tank. UL142 vent caps and shall be installed in compliance with all applicable NFPA and local code and permitting requirements. The emergency vent capacity shall be calculated by the tank manufacturer in accordance with NFPA 30 & UL142. Primary and secondary emergency vent caps shall be furnished installed on the sub base tank. The enclosure manufacturer shall furnish and install removable aluminum or stainless steel construction rain collars and shields in the enclosure roof for all tank vent extension piping exiting the enclosure roof. All sub base tanks vents must be routed, installed, and terminated so as to comply with all Code requirements and AHJ approval requirements.

E. Fuel tank location in sub-base shall not impact required conduit entry locations.

F. The generator enclosure / sub base manufacturer shall provide detailed sub base tank windload and floatation uplift calculations and recommendations for site foundation anchoring means. This information shall be included on the manufacturer's sub base tank drawings.

G. The Installing Contractor shall ensure that the site generator equipment foundation shall be level and furnished so as to accommodate the dynamic weight of the generator set and sub base tank including fuel weight and to allow proper installation of the generator set and sub base day tank assembly onto the foundation.

H. Tank shall be UL-142 listed double wall sub-base generator tank (FDEP #EQ-625) as manufactured by Phoenix Products, LLC, Jacksonville, Florida, or (FDEP # EQ-533)as manufactured by Advanced Manufacturing and Power Systems, Inc.(AMPS), Deland, Florida, or equal.

**2.05 EXHAUST SILENCER/SYSTEM**

A. Exhaust Silencer - Hospital grade attenuation silencer (or better to meet specified allowable sound levels), muffler companion flanges, and properly sized flexible braided stainless steel exhaust fittings shall be furnished according to the manufacturer's recommendations. An aluminum construction silencer rain cap with counter weight shall be provided for enclosure externally terminated vertical direction exhaust piping, or 45 degree cut piping for horizontally terminated exhaust piping located inside of the enclosure discharge plenum. The condensate drain on the muffler shall be piped to an inconspicuous discharge point and located and installed as required by NFPA.

Exhaust silencer shall be cylindrical or low profile hockey puck style as manufactured by Silex Innovations, Inc., GT exhaust Systems, or equal.

B. Insulation - Exhaust piping and muffler/silencer exposed on the inside of the enclosure shall be insulated with thermal insulation blankets.

C. Silencer shall be located and installed inside of the generator set outdoor enclosure, no exceptions.

D. Exhaust pipe shall be Schedule 10S stainless steel pipe conforming to ASTM A 312. Fittings shall be Schedule 10S stainless steel butt welded type conforming to ASTM A 403. Flanges shall be butt welded type conforming to ASTM A 182 and ANSI B16.5. Connection of the exhaust pipe to the engine shall be by means of a flanged, flexible, corrugated, stainless steel pipe especially suited for diesel exhaust service. The silencer shall be mounted inside the enclosure and shall exhaust at a right angle to the enclosure as shown on the Drawings. Exhaust system back pressure shall not exceed 27 inches of water.

**2.06 AUTOMATIC STARTING SYSTEM**

A. Starting Motor - A DC electric starting system with positive engagement drive shall be provided. The motor and generator control operating voltage shall be as recommended by the engine manufacturer.

B. Automatic control - Fully automatic generator start/stop controls in the generator control panel shall be provided. Controls shall provide shutdowns for low oil pressure, emergency stop, high water temp, engine overspeed, low coolant level, overcrank, internal fault shutdown. Controls shall include on/off cycle cranking adjustment up to a single 90 second cranking cycle with lock out.

C. Batteries shall be Caterpillar Premium High Output, maintenance free, vibration resistant, batteries, or equal. BCI Group size, cold cranking amps (CCA) and number of batteries required shall be as recommended by generator manufacturer. Battery voltage shall be compatible with the starting system. Battery set shall be rated for no less than 172 amp hours. Corrosion resistant battery racks and necessary cables shall be provided. Batteries shall be unit mounted. Batteries shall provide the minimum cranking amps at temperatures as low as 32°F.

D. Provide generator set manufacturer installed solid-state transistorized voltage regulated charging alternator with a 35 ampere output minimum continuous rating. The engine mounted battery charging alternator / belt assembly shall be engine driven and be furnished with an OSHA approved guard

E. Automatic Battery Charger - Current limiting automatic equalizing UL 1236 battery charger shall be furnished to automatically recharge the

batteries. Charger shall be the float charging type furnished to properly charge the batteries. It shall include overload protection, silicone diode full wave rectifiers, voltage surge suppressor, DC amp meter, DC voltmeter, fused AC input. Input power shall be 120 v single phase. Amperage output shall be no less than 10 amps. Battery charger fail alarm, low DC voltage, and high DC voltage alarm contacts shall be provided. Charger shall be unit mounted. AC service power to the charger shall be provided by the Contractor.

## 2.07 GENERATOR CONTROL PANEL

A. Generator Set Control

1. The generator set shall be provided with a microprocessor-based control system that is designed to provide automatic starting, monitoring and control functions for the generator set. The control system shall also be designed to allow local monitoring and control of the generator set and remote monitoring and control as described in this Specification.

2. The control panel shall be mounted on the generator set. The control shall be vibration isolated and prototype tested to verify the durability of all components in the system under the vibration conditions encountered.
3. Generator control panel mounted control switch(es) or keys marked "run-off-automatic" to perform the following Sequence of Operation:

   When the mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches shall be able to initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms. Operation of a remote emergency-stop switch shall also immediately shut down the generator set concurrently with the generator set controls shunt tripping open the generator set circuit breaker.

4. The generator set mounted control shall include the following features and functions:

   a. The generator set shall be provided with a metering set including the following features and functions:

      i. Digital metering set, 0.5% accuracy, to indicate generator RMS voltage and current, frequency, output current, output kW, kW-hours, and power factor. Generator output voltage shall be available in line-to-line and line-to-neutral or line to line) simultaneously.

   b. Generator Set Alarm and Status Display

      i. The generator set shall be provided with alarm and status indicating lamps to indicate non-automatic generator status and existing warning and shutdown conditions. The lamps shall be high intensity LED

type. The lamp condition shall be clearly apparent under bright room lighting conditions. The generator set control shall indicate the existence of the following alarm and shutdown conditions on an alphanumeric digital display panel:
Low oil pressure (alarm)
Low oil pressure (shutdown)
Oil pressure sender failure (alarm)
Low coolant temperature (alarm)
High coolant temperature (alarm)
High coolant temperature (shutdown)
Engine temperature sender failure (alarm)
Low coolant level (alarm or shutdown-selectable)
Fail to start/overcrank (shutdown)
Overspeed (shutdown)
Low DC voltage (alarm)
High DC voltage (alarm)
Low fuel tank (alarm)
Fuel Tank Leak (alarm)
High AC voltage (shutdown)
Low AC voltage (shutdown)
Under frequency (shutdown)
Over current (warning)
Over current (shutdown)
Over load (alarm)
Emergency stop (shutdown)

B. Unit shall work with ATS. The remotely installed generator automatic transfer switch shall signal control the start and stop operations of the generator set when the generator set is in the automatic control position.

C. Provide all signals to Genset control panel for running status, common fault, etc.

D. The generator supplier shall furnish, install and test a multi-color LED status indication light (beacon light) pre-wired and installed on the exterior of each generator enclosure at a location visible from the nearby road for visual indication of generator status. The beacon light shall be UL listed, heavy duty, NEMA Type 4X enclosure, 24VDC, Dip switching for use with external control, 100,000 hour light source life. Colors shall be Red/Green/Amber "steady-on" without flashing. The beacon light colors shall be controlled by the outputs available from the generator controller.

The generator controller shall be provided with three additional programmable output relays (24VDC). These relay outputs shall be configurable for status and alarm conditions monitored by the beacon light. The relays shall be configured to indicate

The relays and status lights shall be configured to indicate the following:

- Green - Generator Off.
- Amber - Generator Common Warning/Alarm. Common alarm conditions shall be as follows: low battery, fuel leak detection (sub-base tank inner wall) and generator trouble.
- Red - Generator Running.

Beacon light shall be manufactured by Edwards Signaling, Model Chameleon 105XBRi Series XTRA-BRITETM, 24VDC. Provide with applicable junction/outlet box and hardware for surface mounting to the exterior

of the generator enclosure. Refer to plan views on the electrical drawings for locations.

E. A copy of all final control panel programming software shall be provided to OWNER.

**2.08 MAIN LINE CIRCUIT BREAKER**

A. The generator set shall be provided with a main line circuit breaker sized as shown on the Drawings. The circuit breaker shall be mounted and connected on the generator in an adequately sized guarded drip-proof enclosure meeting NEMA 1, IP 22 and IECC 144 requirements. The circuit breaker shall be UL Listed main line, solid-state electronic trip, three-pole generator output circuit breaker for the purpose of providing an AC electrical load circuit interrupting and protection device on the generator. The circuit breaker's electronic trip current sensors shall monitor each phase It shall have adjustable long time and longtime delay during overload conditions and instantaneous magnetic tripping for short circuit protection. Generator exciter field circuit breakers do not meet this requirement and are not acceptable in lieu of the generator mounted circuit breaker.

B. The circuit breaker shall be furnished with a minimum of one (1) set of circuit breaker installed auxiliary circuit breaker open/close status dry contacts for remote signal annunciation purposes.

C. The circuit breaker shall have adjustable electronic long time and instantaneous trip unit. A generator DC battery control voltage operated circuit breaker shunt trip coil shall be furnished to be able to automatically trip open the circuit breaker concurrently with any generator set fault or emergency shutdown condition, including for remote emergency stop activation.

D. The circuit breaker shall be furnished with mechanical lugs suitable for proper connections with the quantities and sizes of the generator AC power conductors / conduits as shown on the Contract Drawings. AC power cable and conduit entry into the generator circuit breaker enclosure shall be from underneath. Their shall be an open area in the sub base tank assembly to allow stub up entry of power conductors into the generator enclosure for connection to the generator mounted circuit breaker junction box.

**2.09 FLUIDS**

A. Unit shall be provided with all fluids (coolant, oil), and ready for immediate use.

B. Unit shall be fueled (diesel fuel) by OWNER.

**2.10 STRUCTURAL SUBBASE AND VIBRATION ISOLATORS**

A. The engine and generator shall be mounted on a common steel frame sufficiently rigid to prevent generator set deflection during the entire range of generator set operation as mounted on top of the sub base fuel oil tank and designed as a package to be mounted on a level foundation surface. There shall be generator set manufacturer furnished linear type anti-vibration isolators installed between the engine generator and the generator set's mounting rail base.

B. Manufacturer shall coordinate the design of the sub base tank and locations and type of the generator set mounting configuration with the structural components of the sub-base. The generator set shall be

securely mounted directly to the top of the sub base tank, not on top of steel rails or mounting channels installed on top of the tank.

C. Factory verify all dimensions and features that may impact generator set and enclosure mounting to sub base tank.

**2.11 GENERATOR ENCLOSURE (REACH-IN STYLE)**

A. A non walk-in style, weather resistant (no falling rainwater shall be allowed to enter enclosure), sound attenuated, powder coated, maintenance free aluminum, drop-over enclosure to mount to the top of the generator set diesel fuel oil sub-base tank shall be provided to house the engine/generator set and accessories.

B. The generator outdoor enclosure construction shall be: vandal-resistant, marine grade aluminum (0.125 inches thick) construction with baked on powder coating finish, erected and securely fastened to the top of the generator set diesel fuel oil sub base tank for installation onto the site installed concrete equipment foundation. All exterior exposed metal parts of the enclosure and appurtenances shall be sanded, cleaned and primed with a rust inhibitor finished in durable machinery enamel.

C. Structural Design and Anchorage: The design and construction of the assembled generator outdoor enclosure and sub base tank assembly shall comply with the 2010 Florida Building Code, including all addendums for wind resistance for Risk Category IV facility including compliance with ASCE 7-10 / 180 mph 3 second gust resistance for wind loads. The enclosure shall comply with Section No. 1.07, A through D, of these Specifications. The enclosure shall additionally meet the requirements of the Florida building Code for High Velocity Hurricane Zone (HVHZ) large missile impact rating and construction. Enclosure design and construction compliance to these requirements shall be clearly denoted by the enclosure manufacturer on the submitted generator enclosure drawings.

D. The entire generator set outdoor enclosure, installed generator set and sub base fuel tank assembly shall be in compliance with the National Electrical Code (NEC) and the National Fire Protection Association (NFPA). The generator enclosure manufacturer shall provide written certification by a Professional Engineer (P. E.), licensed in the state of Florida that the furnished generator set enclosure is designed and constructed to meet ASCE 7-10 including the 2010 and 2012 FBC supplement, for 180 MPH Ultimate Wind Speed (3 second gust) and FBC High Velocity Hurricane Zone (HVHZ) missile impact capability for the specific enclosure to be furnished. Provide three (3) copies the P. E. stamped certified wind load calculations and report, and enclosure drawings indicating compliance for the specific sub base tank to be furnished for this Project to the Engineer prior to site delivery of the sub base tank equipment. Copies of the P.E. calculations report and certification and P.E. stamped sub base tank drawings are to be included on the Manufacturer's sub base tank parts, operation and maintenance manuals to be furnished for the generator system.

E. The system shall include a cooling and combustion air inlet silencer system, equipment enclosure section, and a cooling air discharge silencer section. The enclosure, as mounted on the sub base tank, shall be designed, rated, and built to reduce generator set mechanical, air inflow and outflow, and exhaust transmitted sound noise such that the generator set operating sound level measured at 21 feet away from all points around the enclosure shall not exceed 75

d(B)a in a free field environmental as measured at a vertical distance of 5 feet above grade level.

F. Generator Set Exhaust Muffler Location: Installed within the generator outdoor enclosure with exhaust discharge piping being routed through the enclosure roof with an aluminum rainshield and exhaust piping terminated with an aluminum counterbalanced raincap or horizontally into the enclosure radiator discharge plenum.

G. Finish: Factory-applied finish in manufacturer's standard enamel a long lasting epoxy coating finish to prevent oxidation and maintain the paint finish which shall be coated over corrosion-resistant treatment or rust-inhibiting primer coat. Final coating color shall be white.

H. Enclosure roof and wall framing shall be incorporated in the panels by forming an open back box structure. Enclosure roof and side walls shall be constructed of 5052 marine grade, mill finish, and interlocking-type formed aluminum panels of minimum 0.125" thickness. Skin material shall be minimum thickness .090" marine grade aluminum. Enclosure shall have a baked on powder-coat finish for maximum corrosion resistance. Exterior skin panels shall be integral to the wall structure and not separate pieces riveted onto framing members. Wall panels shall be no wider than 36" each and shall be removable without the use of special tools. Wall and roof panels shall be designed so that field replacement can be accomplished without disassembly of the entire structure if damage should occur.

I. Enclosure roof assembly shall be a minimum of 0.90 in. thick and shall be peaked to aid in rainwater runoff. The roof assembly shall be mechanically attached to the wall sections. Roof loading shall be equal to 50 lbs. per square foot.

J. Enclosure doors shall be fabricated of the same material as the enclosure walls and shall allow access to generator, control sections, metering, and accessory compartments. Doors must be arranged for minimum of 120-degree swing and located to allow adequate access into the enclosure for proper maintenance and service of the generator equipment. All doors shall be constructed of 0.125" thick 5052 mill finish aluminum with a continuous piano hinge of open width 1.5" and a ¼" diameter stainless steel hinge pin. All doors shall be furnished with stainless steel hinges and stainless steel key lockable door handles with all doors being keyed alike. Doors shall be constructed of prepainted aluminum to match the enclosure exterior color, and installed into mill finish aluminum frames that are structurally integrated into the enclosure wall using heavy duty stainless steel hinges. Door construction and mounting on the enclosure shall prevent entry of water into the enclosure through the closed doors and rain gutters at the top of the doors shall be provided that shall channel rainwater away from falling from the top of the enclosure door opening. All handles, hinges and external fasteners and hardware shall be 316 stainless steel. All doors shall have external stainless steel hold open latches.

K. Ventilation louvers equipped with rodent screen arranged to permit air circulation while excluding rodents, and minimize exterior dust. Engine cooling airflow through the enclosure shall maintain temperature rise of system components to be within required maximum allowable operating limits, including for allowable air flow restriction, when the generator set is operating continuously at 100 percent of rated load with specified ambient temperature at top of range specified in system service conditions.

L. Louvers: Fixed type for both the enclosure cooling-air inlet and discharge openings. The louvers shall be wind and impact resistant same as specified for the enclosure The louvered openings shall be drainable to prevent entry of rain water into the enclosure.

M. Enclosure interior installed insulation materials shall consist of a UL Classified Thermofiber® insulation material with a heat/fire resistance rating up to 2400° F and provide superior sound attenuation performance as required to meet the noise criteria specified. Acoustical insulation material on interior roof and walls is to be mechanically held in place by 0.032" mill finished perforated aluminum. Self-adhesive foam and loose or bat-type insulating materials will not be accepted.

N. Provide two (2) DC powered light bulbs installed within a protective covered fixture and mounted on the interior roof of the enclosure above the generator's control panel, away from damaging heat, and secured against harmful vibrations. The light is to be connected to a manually operated automatic timer switch, labeled "DC Light", installed inside the enclosure adjacent to the enclosure installed AC light switch. The DC light shall be appropriately fused and wired to the generator set's starting/control battery power in conduit by the enclosure manufacturer. The light shall be large enough to provide adequate illumination for the generator control panel in an emergency situation yet not such that overburdening drain shall be placed on the generator set starting battery.

O. Four (4) point lifting provisions shall be provided at or near the bottom of the generator sub base tank assembly, with capacity suitable for rigging the entire enclosure, generator set, sub base tank assembly, less fuel. Estimated total wet weight of the entire unit (generator, enclosure, and accessories) shall be provided on submittal drawings.

P. The installing Contractor shall be responsible to provide the required AC electrical services to the enclosure for service electrical power connections to all required generator and enclosure AC electrical equipment.

Q. Generator AC power cables and conduits shall enter the enclosure from the bottom of the sub base tank through the sub base tank cable stub up opening which shall be located under the installed generator mounted circuit breaker junction box. All of the generator system control and signal wiring for interface with the remote electrical transfer equipment, AC electrical services, remote controls and annunciation requirements shall be furnished, installed, and terminated by the Installing Contractor.

R. The generator enclosure shall be furnished by the generator supplier as designed and manufactured by Advanced Manufacturing and Power Systems ( AMPS) , Deland, Florida, Phoenix Products,LLC, Jacksonville, Florida, or by Pritchard Brown ( Div. of Enviro Industries), Baltimore, Maryland.

S. The generator supplier shall furnish one(1)NEMA 3R enclosed generator emergency shutdown break glass station to be installed on the site by the Installing Contractor and interface wired to the generator set's emergency shutdown controls. Activation of the emergency stop switch of the break glass station shall signal the generator set to immediately and simultaneously trip open the generator circuit breaker. Proper operation of the break glass station with the

generator emergency shutdown system shall be tested and demonstrated in the presence of the Engineer.

T. Enclosure manufacturer shall provide all necessary hardware to internally mount the specified exhaust silencer(s) and maintain the weather resistant integrity of the system.

U. Provide NEMA 1, panelboard with main circuit breaker, circuit for battery charger, strip heater, lighting, and jacket water heaters. The panelboard "G" schedule is intended to indicate minimum requirements only. Enclosure manufacturer shall provide panelboard "G" with any and all required circuits.

Panelboard "G" Voltage and phase per drawings.

V. Enclosure shall be provided completely wired from factory. All wiring shall be in EMT conduit and shall meet N.E.C. Only short length 24" or less of flex shall be permitted.

W. NEC code clearances shall be observed; minimum clearances of free space shall be provided in front of the mainline circuit breaker, panelboard, control panel and the like. Submittals shall show minimum clearances.

Minimum interior dimensions of the reach-in enclosure shall meet requirements for access and maintenance.

X. Drain lines with valves shall be plumbed to exterior of the enclosure for removal of radiator coolant and engine oil.

Y. Enclosure assembly in conjunction with the floor decking shall provide secondary containment of engine oil and radiator fluid. Containment volume shall be 120% of manufacturer's specified engine volumes.

**2.12 AUTOMATIC TRANSFER SWITCH**

A. Automatic transfer switch (ATS) to be used with the generator set shall be as specified in Section 16250 - Automatic Transfer Switch.

**2.13 FIRE EXTINGUISHER**

A. Fire extinguisher, 10 pound capacity, dry chemical type, rated for A, B and C Class fires. Extinguisher shall be red enamel painted aluminum cylinder with indicating gauge and shall be model Number PRO10MP as manufactured by Kiddie Proline, or equal.

B. Number required and installation locations shall be indicated on drawings and provided with generator set.

**2.14 SPARE PARTS**

A. Furnish the manufacturer's recommended spare parts including at least the following:

1. Two (2) fuses for each type and size with the generator set controls and generator.

B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.

C. Provide spare parts bill of materials with submittals for approval.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

A. Installation shall be in conformance with the manufacturer's instructions, guidelines, and recommendations.

B. Before operation of the generator system, the CONTRACTOR in coordination with the generator supplier, shall perform inspection services to the generator set and all accessory generator set system equipment to be sure all mechanical and electrical connections have been properly installed and where applicable, meet the manufacturer's installation requirements.

C. Immediately prior to generator set equipment startup and testing initiation, the OWNER shall be responsible to furnish and fill the generator main fuel oil storage tank with new acceptable quality ultra-low sulfur diesel fuel (ULSD), engine manufacturer recommended and approved for use with furnished generator set engine.

**3.02 START UP AND INSTRUCTION**

A. Before start up, generator supplier manufacturer shall provide the services of an on site technician to confirm proper connection of external equipment, including the ATS. In coordination with the Contractor, the generator set equipment shall be checked for proper installation, started up and tested to confirm proper operation and performance. The installation Contractor shall be responsible for correct installation of the generator system and shall provide any corrective actions needed in cooperation with the generator set supplier so that the generator equipment shall be properly installed, started up and tested in accordance with the generator set manufacturer's recommendations, and as specified herein. The furnished generator set system shall not be deemed acceptable until OWNER/ENGINEER confirmation of final approval and acceptance has been received.

B. At no additional cost to the OWNER, the manufacturer shall provide start up assistance and coordination as required until the generator system is accepted by OWNER.

C. Operating and maintenance procedures shall be explained to the OWNER's personnel by the manufacturer's factory trained representative. Five (5) copies of the operation and maintenance manuals shall be supplied with the unit.

D. A minimum of one (1) man-day(s) shall be provided for instructing the OWNER's staff in the operation, care and maintenance of the unit. Training shall be provided by the manufacturer's representative. This shall be separate time from other work specified herein.

**3.03 TESTS**

A. The generator shall be factory tested at rated frequency and voltage. Generator set manufacturer's certified report of the factory testing of the specific generator set to be furnished shall be submitted to the Engineer prior to delivery of the unit to the site. Factory testing at the generator set's nameplate power rating and 0.8 power factor utilizing diesel fuel to confirm baseline data with recording of each of the following:

1. Voltage (each of three phases and average)
2. Amperage (each of three phases and average)
3. KW output
4. Power Factor
5. Frequency
6. Engine Speed

B. Following installation on-site, the following tests shall be performed by the system manufacturer in the presence of the OWNER's Engineer or designated appointee:

1. Pre-start checks:

a. Oil level

b. Water level

c. Tank fuel level and fuel leaks

d. Battery connection and charge condition

e. Engine to control interconnects

f. Engine generator intake/exhaust obstructions

g. Engine enclosure ventilation obstructions

h. Removal of all packing materials

C. Operation

1. Generator set resistive load bank testing - Consecutively, one(1) hour operation at 50% of generator set rated KW, one(1) hour operation at 75% of full load KW rating, and two(2) hours operation at 100% of full load KW rating. For each loading step, the following shall be recorded in five (5) minute intervals, throughout the entire 4 hour test period:

a. Kilowatts
b. Voltage (each of 3 phases)
c. Amperage (each of 3 phases)
d. Frequency
e. Power factor
f. Engine fuel pressure, oil pressure, exhaust gas temperature, and water temperature
g. Ambient outside air temperature
h. Battery charging amperage rate
I. Battery voltage
j. Time at each recorded measurement

2. Generator set testing shall utilize temporary resistive load banks and cables for the full load. Load bank capacity and testing load shall be equal to the nameplate rating of the engine/generator set in KW. Generator manufacturer/supplier shall supply all portable temporary load bank equipment and power conductors necessary for connecting the new generator set to load bank.

3. Proper operation of generator set, associated equipment and controls, engine alarm, shutdown and safety devices and their functioning shall be verified and demonstrated. Provide

confirmation that all local alarms and remote annunciated alarms function per specifications.

4. The Contractor shall provide sound measurement testing during the generator set system startup testing. Sound attenuation requirements shall be verified by digital sound level measurements. Measurement shall be taken at the distance and height above grade specified herein on all four sides of the unit. Digital sound level meter shall be Extech Model 407730, or equal. Provide a report on measured sound level testing indicating specified sound level compliances to the Engineer.

D. Should these tests indicate that the equipment does not meet the specified generator equipment operational and performance requirements, the specified standards, regulations and codes, including National Electric Code, and Florida state and local codes, the cost of all corrective measures and delays associated with the deficiencies shall be borne by the CONTRACTOR and the Generator Set supplier.

**3.04 SYSTEM SERVICE CONTRACT**

A. The generator supplier shall make available to the OWNER, a standard maintenance and service contract for the furnished generator equipment which the OWNER may or may not choose to exercise. This contract is separate from the warranty requirements contained herein.

B. Generator supplier shall provide detailed information of the services offered with the service contract in the generator equipment shop drawings.

**3.05 SCHEDULE OIL SAMPLING**

A. The supplier of the generator set equipment shall provide engine oil sampling analysis service to the OWNER for use with quarterly oil sampling of the generator set engine lubricating oil for a period of two years (24 months) from the date of Substantial Completion. This scheduled oil sampling shall be of the atomic absorption spectrophotometry method as opposed to the spectrographic analysis method and shall be accurate to within a fraction of one part per million for the following elements:

1. Iron

2. Chromium

3. Copper

4. Aluminum

5. Silicon

6. In addition the sample shall be tested for the presence of water, fuel dilution, and antifreeze.

B. All equipment needed for the OWNER to take engine oil samples shall be provided in a kit at the time of acceptance and shall include the following:

1. Oil extraction sample gun ad tubing (x2)

2. Sample Bottles (x8)

3. Bottle mailers (x8), postage paid

4. Written instructions (x2)

C. Immediate notification shall be provided to the OWNER when analysis results show any critical reading. If readings are normal, a report stating that the equipment is operating within established requirements shall be provided.

D. This scheduled oil sampling program shall be made available to the OWNER beyond the mandatory two (2) years specified above and shall be optional for the OWNER to continue that program after that time period has elapsed.

**3.06 MANUFACTURER'S CERTIFICATION**

A. Provide certificate from generator supplier stating that the generator and ancillary equipment have been installed in accordance with the manufacturer's guidelines and stated recommendations and that the generator(s) and ancillary equipment are operating properly and meet the specified performance requirements.

B. Certification to be submitted in accordance with the requirements of Section 01300 - Submittals.

END OF SECTION

**SECTION 16250**

**AUTOMATIC TRANSFER SWITCH**

## PART 1 GENERAL

### 1.01 WORK INCLUDED

A. Furnish and install automatic transfer (ATS) switch(s) with delayed transition per these specifications and as indicated on the drawing.

B. Transfer switch(s) shall be designed and manufactured to the latest revision of UL-1008. Switch shall be service entrance rated.

C. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

### 1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Section 16204 - Generator (Exterior Enclosed) with base-mounted tank.

### 1.03 SUBMITTALS

A. Submittals shall be provided in accordance with the Specifications on the Drawings.

### 1.04 QUALIFICATIONS

A. To be considered for approval, a manufacturer shall be specialized in manufacturing products specified in this Section with a minimum of ten (10) years documented experience.

### 1.05 WARRANTY

A. MANUFACTURER and CONTRACTOR shall warrant the electrical equipment and components being supplied to the OWNER against all defects in workmanship and materials for a period of one (1) year. Warranty period shall commence on Substantial Completion date as outlined in the General Conditions. Warranties for all electrical equipment and components installed under this contract shall run concurrently.

B. The MANUFACTURER's warranty period shall run concurrently with the CONTRACTOR's warranty period. No exception to this provision shall be allowed.

## PART 2 PRODUCTS

### 2.01 AUTOMATIC TRANSFER SWITCH (ATS)

A. ATS shall be manufactured by Lakeshore, Eaton/Cutler Hammer, or equal, meeting this specification.

B. The switch shall be of the automatic power sensing, delayed transition type. The switch shall be UL approved standard 1008, rated to carry full name plate current at all times. Manual breaker handles, accessible from deadfront, shall be provided for emergency operation of normal and emergency breakers.

C. ATS Minimum features.

1. Voltage sensing on all three phases on normal and emergency sources with automatic low voltage and phase loss detection. Adjustable over/under frequency sensor shall be provided on the emergency source.

2. Adjustable time delay after line failure before engine start, 0-5 minutes.

3. Automatic transfer to generator when proper voltage and frequency are present.

4. Adjustable time delay on retransfer when normal power is available, 2-30 minutes. Push button to cancel time delay on return to normal.

5. Adjustable time delay for engine running unloaded after transfer to normal source, 2-30 minutes.

6. Time Delay in Neutral: Adjustable time delay to provide delay between opening the contacts on one source and closing the contacts on the other source. This shall be the programmed time delay required when the automatic transfer is serving inductive loads. Timer shall be field adjustable from 0 1o 300 seconds, in 1-second increments.

7. Pilot lights to indicate the following.

    a. Switch in normal position, green.
    b. FPL (Normal) source available, green.
    c. Switch in emergency position, red.
    d. Emergency source available, yellow.

8. 4-Position selector switch, outer door or deadfront mounted:

    a. Off - Switch position remains constant, generator shall not crank.
    b. Auto - Normal automatic control.
    c. Test - Test operation of the transfer system and standby generator by simulating line power loss. System shall remain in the test mode until selector switch in returned to the auto mode which will allow normal retransfer, logic and-or time delays shall be provided to allow switch mode change without undesired actions. Load shall transfer in test mode.
    d. Engine test - start engine without ATS transfer.

9. Auto Exercise Function

    a. Provide programmable timer functions, setpoints to allow for selection of:

        1. Day/time to start exercise period.
        2. Day/time to stop exercise period, or length of exercise time.
        3. Cool down period after exercise before engine shutdown.
        4. Transfer to and from load time delays.
        5. Ability to select if exercise is engine run only or under load.
        6. Other parameters per ATS manufacturer.

    b. Provide start/stop exercise signal via (Form C) contact output to generator.

10. Status contacts (form C) wired to terminals for:
    a. Switch in normal position.
    b. Switch in emergency position.
    c. Normal voltage present
    d. Emergency voltage present

11. Engine start contact (Form C) wired to terminals for engine start.

12. Short circuit withstand rating shall be 65,000 amps minimum or as indicated on the drawing.

13. Provide adjustable time delay for transition period in the neutral position with the pole of the switch de-energized.

14. Enclosure NEMA rating varies per switch. Front unit shall be padlockable and free standing. Unit shall be front accessible.

    a. Indoor installation enclosures shall be NEMA 1.

    b. Outdoor installation enclosures shall be NEMA 4X, type 316 stainless steel with interior dead front. Operator accessible devices shall be on deadfront. Provide blank outer door. Provide top sunshield.

    c. Dimensional constraints shall be as indicated on drawings.

15. Provide lugs for cable connections as required.

16. Unit shall be U.L. labeled.

17. ATS shall interface with the remote stop station(s) and not allow the engine to start and trip the main.

18. Programmable operator interface.

    a. Provide manufacturer's standard (color) electronic unit for all operator interface parameters with the ATS.

19. Provide sensing PT's and CT's on the load side of transfer switch to selectively monitor load power from both normal and emergency power sources.

20. Units shall be capable of being placed in the neutral position for maintenance or emergency purposes without exposing the operator to live parts.

21. Elapsed time meter (ETM) shall be hour meter, non-resettable, ENM, or equal.

22. Provide digital multi-meter. Multi-meter shall be Model IQ-150 as manufactured Eaton, or equal.

23. Automatic transfer switch shall be service entrance designed and rated.

D. Available installation space is critical. Equipment size, NEC clearances and accessability shall all be field confirmed by CONTRACTOR during shop drawing submittal phase.

E. ATS shall have ATS manufacturer furnished AC power and neutral terminal lug connections for FPL service and ATS load output and generator input AC power conductors as per the Drawings.

F. ATS shall have neutral and ground connections.

G. ATS shall have load side taps for wires to panelboard "G". See drawings for wire sizes.

H. Surge protection device shall be provided on the emergency source.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

A. Install ATS in accordance with manufacturers written instructions and the National Electrical Code. In the event manual operation is required for either, close or trip functions.

**3.02 FIELD QUALITY CONTROL**

A. Inspect ATS visually.

B. Perform several manual operations.

C. Verify circuit continuity and megger each conductor. Minimum megger value shall be 50 megga-ohms.

D. Check tightness of all connections using calibrated torque wrench per manufacturers recommended torque values.

**3.03 ADJUSTING**

A. Adjust time delay settings to values as required for proper operation of the power system.

**3.04 TESTING**

A. Test manual operation of the unit underload. Test all automatic features of ATS including transfer from normal to emergency and from emergency to normal, remote generator start control. Provide testing in the presence of the OWNER and ENGINEER.

**3.05 START**

A. Provide start up documentation of the ATS.

B. Provide typewritten listing of the programmed parameters and settings.

END OF SECTION

CONTRACT DOCUMENTS

BID DOCUMENTS

# VACUUM PUMP STATION NO. 1 IMPROVEMENTS

FOR THE

## VILLAGE OF PALM SPRINGS, FLORIDA

ECKLER ENGINEERING, INC.
*CONSULTANTS*

SURVEYING:
AVIROM AND ASSOCIATES, INC. - CA NO. LB3300
50 SW 2ND AVENUE, SUITE 102
BOCA RATON, FL. 33432

STRUCTURAL:
WGI INCORPORATED - CA NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411

ELECTRICAL:
RC ENGINEERING, INC. - CA NO. 4755
5532 NW 106 DR
CORAL SPRINGS, FL 33076

CITY OFFICIALS

| | |
|---|---|
| BEV SMITH | MAYOR |
| PATTI WALLER | VICE MAYOR |
| GARY R. READY | MAYOR PRO TEM |
| DOUG GUNTHER | COUNCIL MEMBER |
| JONI BRINKMAN | COUNCIL MEMBER |
| RICHARD J. READE | VILLAGE MANAGER |
| RON EYMA, P.E. | PUBLIC SERVICES DIRECTOR |
| CHAD GIRARD, P.E. | ASSISTANT PUBLIC SERVICE DIRECTOR |

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CALL 811 OR WWW.SUNSHINE811.COM TWO FULL BUSINESS DAYS BEFORE DIGGING TO HAVE UTILITIES LOCATED AND MARKED.

*CHECK POSITIVE RESPONSE CODES BEFORE YOU DIG!*

BID NO.: 2021B-006


FOR INFORMATION REGARDING THIS PROJECT CONTACT :

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL. 33067
PH. (954) 510-4700
CA NO. 7803


DOUGLAS K. HAMMANN, P.E. 50589
GENERAL, CIVIL, ARCHITECTURAL, MECHANICAL, PROCESS

SUHENDI WIDJAJA, P.E. 74108
STRUCTURAL

DAVID L. RICE, P.E. 34343
ELECTRICAL

| DWG NO. | SHEET |
|---|---|
| 01 OF 39 | G-01 |
| PROJ. NO. | 400-089.01 |
| DATE | APRIL 01, 2021 |


File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-01; Plotted @: 4/13/2021 9:48:23 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Design Milestone: BID DOCUMENTS




## PROJECT LOCATION MAP

LOCATION: 3180 S. MILITARY TRAIL
LAKE WORTH, FL 33463

FEMA FLOOD ZONE: AREA OF MINIMAL FLOOD HAZARD - ZONE X

PARCEL ID NO: 30D - PARCEL ID

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| 5 | OF | 39 | G-05 | MECHANICAL LEGENDS AND SYMBOLS |
| 6 | OF | 39 | G-06 | ARCHITECTURAL AND HVAC LEGENDS |
| 7 | OF | 39 | G-07 | DESIGN CRITERIA |
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ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

2021B-006

INDEX TO DRAWINGS AND PROJECT LOCATION MAP

DWG NO. 02 OF 39
SHEET G-02
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS


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# GENERAL NOTES

1) ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE:
   - FLORIDA BUILDING CODE - 2017, 6TH EDITION
   - VILLAGE OF PALM SPRINGS
   - DEPARTMENT OF TRANSPORTATION
   - FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
   - PALM BEACH COUNTY HEALTH DEPARTMENT
   - AND ALL OTHER LOCAL AND NATIONAL CODES WHERE APPLICABLE
2) ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.
3) ALL ELEVATIONS ON THE DRAWINGS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88), UNLESS NOTED OTHERWISE.
4) THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A UTILITY LOCATION SERVICE SUCH AS "SUNSHINE STATE ONE CALL OF FLA, INC." AT (800) 432-4770 AT LEAST 48 HOURS PRIOR TO BEGINNING ANY EXCAVATION.
5) EXISTING UTILITY LOCATIONS SHOWN ON THESE DRAWINGS ARE APPROXIMATE. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF EXISTING UTILITIES SHOWN OR FOR ANY EXISTING UTILITIES NOT SHOWN.
6) PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE SIZE LOCATION AND MATERIAL OF ALL EXISTING UTILITIES WITHIN THE AREA OF CONSTRUCTION.
7) IF UPON EXCAVATION, AN EXISTING UTILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION OR TO BE OF A SIZE OR MATERIAL DIFFERENT FROM THAT SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER.
9) THE CONTRACTOR SHALL PERFORM ALL WORK NECESSARY TO LOCATE, EXCAVATE AND PREPARE FOR CONNECTIONS TO THE EXISTING SYSTEMS ALL AS SHOWN ON THE DRAWINGS. THE COST FOR THIS WORK AND FOR THE ACTUAL CONNECTION TO THE EXISTING SYSTEMS SHALL BE INCLUDED IN THE BID PRICE FOR THE PROJECT AND SHALL NOT RESULT IN ANY ADDITIONAL COST TO THE OWNER.
10) CONTRACTOR MUST PROVIDE FOR AND MAINTAIN ADEQUATE ACCESS AT ALL TIMES TO ALL BUSINESSES AND RESIDENCES AFFECTED BY PROGRESS OF THE WORK.
11) PROJECT SITE SAFETY:
   A. THE ENGINEER/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.
   B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.
   C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.
12) VALVE BOXES AND MANHOLE RIM ELEVATIONS SHOWN ARE APPROXIMATE. CONTRACTOR SHALL ADJUST VALVE BOX AND MANHOLE RIM ELEVATIONS AS REQUIRED TO MEET FINAL GRADES.
13) ALL PIPE AND PIPE FITTINGS INSTALLED UNDER THIS PROJECT SHALL BE COLOR CODED OR MARKED IN ACCORDANCE WITH SUBPARAGRAPH 62-55.320(21)(B)3, F.A.C.
14) ALL OPEN-CUT PIPE LAYING OPERATIONS SHALL BE COMPLETED IN DRY TRENCH EXCAVATIONS PER SPECIFICATIONS.
15) STANDARD SEPARATION STATEMENT:
   A. MAINTAIN A MINIMUM THREE (3) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND VACUUM SEWER, STORM SEWER, OR RECLAIMED WATER MAINS REGULATED UNDER PART III OF CHAPTER 62-610.
   B. MAINTAIN A MINIMUM SIX (6) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND GRAVITY SEWER, PRESSURE-TYPE SANITARY SEWER, OR RECLAIMED WATER MAINS NOT REGULATED UNDER PART III OF CHAPTER 62-610.
   THIS DISTANCE CAN BE REDUCED TO THREE (3) FOOT HORIZONTAL DISTANCE WHEN EITHER PIPE IS ENCLOSED IN A WATERTIGHT CASING OR CONCRETE; AND WHEN WATER MAINS ARE LOCATED AT LEAST SIX (6) INCHES ABOVE GRAVITY SEWER MAINS.
   C. MAINTAIN A MINIMUM TEN (10) FOOT HORIZONTAL DISTANCE BETWEEN WATER MAINS AND ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.
   D. MAINTAIN SIX (6) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   E. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS BELOW VACUUM SEWER, GRAVITY SEWER, OR STORM SEWER.
   F. MAINTAIN A TWELVE (12) INCH VERTICAL SEPARATION WHERE WATER MAINS CROSS ABOVE OR BELOW PRESSURE-TYPE SANITARY SEWER, FORCE MAIN, OR RECLAIMED WATER MAINS.

# HATCH LEGEND

EXIST PROP

- DEMOLITION
- CAST IN PLACE CONCRETE
- LIGHTWEIGHT CONCRETE / GROUT
- EARTH
- INSULATION
- INSULATING CONCRETE
- GRAVEL
- SODDED AREA (RESTORATION)
- LIMEROCK BASE (ASPHALT)
- PEA ROCK FILL
- EXISTING ASPHALT PAVING
- EXISTING ASPHALT TO BE DEMOLISHED
- ASPHALT MILLING AND OVERLAY
- PROPOSED ASPHALT PATCH
- CMU BLOCK (ELEVATION VIEW)
- STEEL
- ALUMINUM
- GRATING
- DIAMOND PLATE
- CHAINLINK FENCE
- EXPANDED METAL

# GENERAL LEGEND

- R/W LINE
- PROPERTY LINE OR LOT LINE
- CENTERLINE
- NEW FENCE LINE
- EXISTING FENCE LINE (METAL)
- EXISTING FENCE LINE (WOOD)
- EXISTING FENCE LINE (CHAIN LINK)
- EASEMENT LINE
- SECTION LINE
- CENTERLINE & PROJECT BASELINE W/ STATIONING (17+00)
- ADDRESS NUMBER W/ LOT & BLOCK NUMBERS (LOT 15 / BLOCK 5 / 1030)
- B-1 BORING LOCATION & DESIGNATION
- EXISTING SPOT ELEVATION (16.40)
- PROPOSED SPOT ELEVATION (+10.25)
- COORDINATE CALLOUT NUMBER (84)
- EXISTING CONTOUR LINE (16)
- PROPOSED CONTOUR LINE (16)
- EXISTING BURIED ELEC CONDUIT W/ JUNCTION BOX (BE)
- EXISTING STORM SEWER, CATCH BASIN AND MANHOLE (24"SS)
- NEW STORM SEWER W/ LENGTH, SIZE & PIPE MATERIAL (50'-24"RCP)
- NEW CATCH BASIN W/ DESIGNATION (INLET A / TYPE C-4)
- NEW MANHOLE WI/ DESIGNATION (MH-34)
- OVERHEAD WIRE (OW)
- BENCH MARK & DATA (FD. P.C.P. / BM-46 / EL.=13.44 / STA. 12+73.10)
- DIRECTION OF ELEVATION VIEW AND PHOTO DESIGNATION (LOCATION PHOTO TAKEN FROM) (A / C-01)

# TREE / LANDSCAPE DETAIL DESIGNATION

EXISTING TREE LEGEND

- BLACK OLIVE
- BOTTLE BRUSH
- CABBAGE PALM
- CYPRESS
- FICUS
- MAHOGANY
- MELALEUCA
- OAK
- PALM
- ROYAL PONSETTIA
- SCHEFALERA (UMBRELLA)
- SHRUB
- SILVER BUTTONWOOD
- SLASH PINE
- UNKNOWN SPECIES

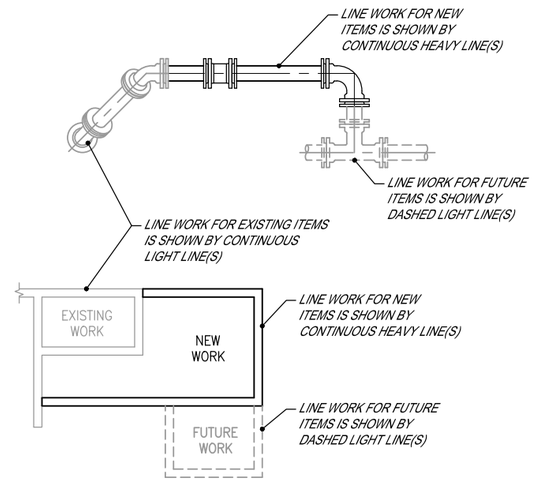
PROPOSED TREE / HEDGE LEGEND

- NEW SHADE TREE
- DENOTES TREE TO BE REMOVED, CONTRACTOR SHALL OBTAIN PERMITS AS REQUIRED
- NEW PALM TREE
- MULCHED BEDDING AREA OF SMALL PLANTS/SHRUBS AS SPECIFIED

NEW TREE OR SHRUB DESIGNATION

XX QUANTITY AT LOCATION
XX PLANT LIST KEY (SEE SPECIFICATION)

# EXISTING, NEW AND FUTURE DESIGNATION




THIS CONVENTION APPLIES TO ALL WORK DISCIPLINES. (CIVIL, ARCHITECTURAL MECHANICAL, INSTRUMENTATION & CONTROL AND ELECTRICAL)


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1"
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

GENERAL NOTES AND LEGENDS

2021B-006
DWG NO. 03
OF 39
SHEET G-03
PROJ. NO. 400-089.01
DATE APRIL 01, 2021


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BID DOCUMENTS

# ABBREVIATIONS

| | |
|---|---|
| ∠, L | ANGLE |
| ° | DEGREE |
| ± | PLUS / MINUS |
| Ø | DIAMETER |
| & | AND |
| &NT | WITH NUT |
| (F.V.) | FIELD VERIFY |
| A.B. | ANCHOR BOLT |
| A.F.S. | ARCHITECTURAL FINISH SURFACE |
| A.R. | ALL AROUND |
| ACT. | ACTUAL |
| ADD'L | ADDITIONAL |
| ADJ | ADJACENT |
| AFF | ABOVE FINISHED FLOOR |
| AFG | ABOVE FINISHED GRADE |
| AG | AMMONIA GAS (PRESSURE) |
| AGGR | AGGREGATE |
| AL | ALARM |
| ALP | AIR LOW PRESSURE |
| ALT | ALTERNATE |
| ALUM | ALUMINUM |
| ANC | ANCHOR |
| APPD | APPRVOED |
| APPROX | APPROXIMATE(LY) |
| ARCH | ARCHITECT |
| ASPH | ASPHALT |
| ASSY | ASSEMBLY |
| AUX | AUXILIARY |
| ℄ | BOUNDARY LINE |
| B.F. | BACK FACE |
| B.L. | BUILDING LINE |
| B.O. | BLOCK-OUT |
| B.O.B. | BOTTOM OF BEAM |
| B.O.F. | BOTTOM OF FOOTING |
| B.O.S. | BOTTOM OF STEEL |
| B/B | BACK TO BACK |
| BEV('D) | BEVEL (ED) |
| BFF | BELOW FINISH FLOOR |
| BFP | BACKFLOW PREVENTOR |
| BLDG | BUILDING |
| BLK | BLOCK |
| BLKG | BLOCKING |
| BM | BEAM |
| BNW | BOLT, NUT AND WASHER |
| BOP | BOTTOM OF PIPE |
| BOT | BOTTOM |
| BR | BRASS |
| BRDG | BRIDGING |
| BRG | BEARING |
| BRKT | BRACKET |
| BT | BOLT |
| BTWN | BETWEEN |
| BV, BFV | BUTTERFLY VALVE |
| BWD | BACKWASH DRAIN |
| BWR | BACKWASH RETURN |
| BWS | BACKWASH SUPPLY |
| C | CHANNEL |
| C.G. | CENTER OF GRAVITY |
| C.I.P. | CAST IN PLACE |
| C.J. | CONSTRUCTION JOINT |
| CANT | CANTILEVER |
| CAP. | CAPACITY |
| CAS | CHEMICAL ABSTRACTS SERVICE |
| CBS | CONCRETE BLOCK STRUCTURE |
| CCW | COUNTER CLOCKWISE |
| CE | CONTACTOR EFFLUENT |
| CGV | CHLORINE GAS (VACUUM) |
| CHS | CHEMICAL SLUDGE |
| CI | CAST IRON |
| CJT | CONTRACTION JOINT |
| CL | CENTERLINE |
| CLR | CLEAR OR CLEARANCE |
| CLR | CLEAR |
| CMU | CONCRETE MASONRY UNIT |
| COL | COLUMN |
| COMP | COMPRESSION |
| CONC | CONRETE / CONCENTRIC |
| CONN(S) | CONNECTION(S) |
| CONST | CONSTRUCTION |
| CONT | CONTINUOUS OR CONTINUATION |
| CONTR | CONTRACTOR |
| COORD | COORDINATE |
| COR, CNR | CORNER |
| COV PL | COVER PLATE |
| CP, C/P | CONTROL PANEL |
| CPLG | COUPLING |
| CRS | COLD ROLLED STEEL |
| C,STA | CONTROL STATION |
| CS | CARBON STEEL / CHLORINE SOLUTION |
| CSS | COUNTER SUNK SCREW |
| CT | COARSE THREAD |
| CT.JT., CJ | CONTROL JOINT |
| CTRD | CENTERED |
| CV | CHECK VALVE |
| CVR | COVER |
| CW | CLOCKWISE |
| CY | CUBIC YARDS |
| Δ | DELTA |
| D | DEPTH |
| D.B.A. | DEFORMED BAR ANCHOR |
| DBL | DOUBLE |
| DBLW | DOUBLE WALL |
| DET | DETAIL |
| DI | DUCTILE IRON |
| DIA / Ø | DIAMETER |
| DIAG | DIAGONAL |
| DIM(S) | DIMENSION(S) |
| DIP | DUCTILE IRON PIPE |
| DISC | DISCONNECT |
| DISTR | DISTRIBUTION |
| DL | DEAD LOAD |
| DOT | DEPARTMENT OF TRANSPORTATION |
| DR, D | DRAIN |
| DS | DOWNSPOUT |
| DVTL | DOVETAIL |
| DWG(S) | DRAWING(S) |
| DWL(S) | DOWEL(S) |
| ϕ | ELECTRICAL PHASE |
| E.A.O. | EDGE ANGLE OFFSET |
| E/GR | EXISTING GRADE |
| EA | EACH, EXHAUST AIR |
| ECC | ECCENTRIC |
| EF | EACH FACE |
| EJ | EXPANSION JOINT |
| EL | ELEVATION |
| ELEC | ELECTRICAL |
| ENGR | ENGINEER |
| ENT | ENTRANCE |
| EOW | EDGE OF WATER |
| EQ | EQUAL (LY) |
| EQ SP | EQUALLY SPACED |
| EQUIP MFRS | EQUIPMENT MANUFACTURER(S) |
| EQUIV | EQUIVALENT |
| EQUP | EQUIPMENT |
| EW | EACH WAY |
| EXIST | EXISTING |
| EXP | EXPANSION |
| EXP,EXPAN | EXPANSION |
| EXT | EXTERIOR |
| EXTEN | EXTENSION |
| ℉ | FLOW LINE |
| F | FULLY THREADED |
| F.S. | FAR SIDE |
| F/F | FACE TO FACE |
| F/GR | FINISH / FINAL GRADE |
| FABR | FABRICATOR |
| FDN | FOUNDATION |
| FE | FILTER EFFLUENT |
| FF, F/F | FINISH FLOOR |
| FH | FLAT HEAD |
| FI | FAIL INTERMEDIATE, FILTER INFLUENT |
| FIN | FINISH(ED) |
| FIN | FINISHING (WASHER) |
| FL | FLUORIDE |
| FLG | FLANGE |
| FM | FORCE MAIN |
| FNDR | FENDER (WASHER) |
| FP | FIREPROF(ING) |
| FP | FIELD PANEL |
| FR | FRESH RESIN |
| FT | FINE THREAD, FULLY THREADED |
| FTG | FOOTING |
| FTW | FILTER TO WASTE |
| FW | FLAT WASHER, FINISHED WATER |
| G, GR | GRADE |
| GA | GAGE OR GAUGE |
| GALV, GV | GALVANIZED |
| GC | GENERAL CONTRACTOR |
| GHS | GLOBALLY HARMONIZED SYSTEM |
| GI | GALVANIZED IRON |
| GOVT | GOVERNMENT |
| GPH | GALLONS PER HOUR |
| GPM | GALLONS PER MINUTE |
| GR | GRADE |
| GR BM | GRADE BEAM |
| GS | GALVANIZED STEEL |
| GSP | GALVANIZED STEEL PIPE |
| GST | GROUND STORAGE TANK |
| GV | GATE VALVE |
| H2SiF6 | HYDROFLUROOSILICIC ACID |
| H | HEIGHT |
| H.P. | HIGH POINT |
| H.R. | HAND RAIL / GUARD |
| H.S. | HEADER STUDS |
| HD | HEAD |
| HDD | HORIZONTAL DIRECTIONAL DRILL |
| HDW | HARDWARE |
| HHMB | HEX HEAD MACHINE BOLT |
| HK | HOOK |
| HMI | HUMAN MACHINE INTERFACE |
| HMIS | HAZARDOUS MATERIALS IDENTIFICATION SYSTEM |
| HN&WA | HEX NUT & WASHER |
| HORIZ | HORIZONTAL |
| HP | HIGH PRESSURE |
| HPA | HIGH PRESSURE AIR |
| HSS | HOLLOW STRUCTURAL SHAPE |
| HT | HEIGHT |
| HVHX | HEAVY PATTERN HEX BOLT |
| HW | HAND WHEEL |
| HWL | HIGH WATER LEVEL |
| HX | HEX |
| I.F. | INSIDE FACE |
| ID | INSIDE DIAMETER |
| INF | INFLUENT |
| INFO | INFORMATION |
| INT | INTERIOR |
| INTERM | INTERMEDIATE |
| INV EL | INVERT ELEVATION |
| JMNT | JAM NUT |
| JST(S) | JOIST(S) |
| JT | JOINT |
| JT(S) | JOINT(S) |
| k | KIPS (1000 LBS) |
| KB-3 | KWIK BOLT 3 |
| KLF | KIP PER LINEAR FOOT |
| KSF | KIP PER SQUARE FOOT |
| L.P. | LOW POINT |
| LB | LAG BOLT |
| LBS | POUNDS |
| LD | LIME DELIVERY |
| LG | LONG |
| LH | LEFT HAND THREAD |
| LL | LIVE LOAD |
| LLH | LONG LEG HORIZONTAL |
| LLV | LONG LEG VERTICAL |
| LONG | LONGITUDINAL |
| LP | LOW PRESSURE |
| LS | LIME SLURRY |
| LT | LOW TEMPERATURE |
| LW | LOCK WASHER |
| LWL | LOW WATER LEVEL |
| LWT CONC | LIGHTWEIGHT CONCRETE |
| M | MOMENT |
| M.C. | MOMENT CONNECTION |
| M.O. | MASONRY OPENING |
| MAT'L | MATERIAL |
| MAX | MAXIMUM |
| MB | MACHINE BOLT |
| MCC | MOTOR CONTROL CENTER |
| MCP | MAIN CONTROL PANEL |
| ME | MIEX TREATED WATER |
| MECH | MECHANICAL |
| MEG | MATCH EXISTING GRADE |
| MEZZ | MEZZANINE |
| MFR | MANUFACTURE(R) |
| MH | MANHOLE |
| MID | MIDDLE |
| MIN | MINIMUM |
| MISC | MISCELLANEOUS |
| MJ | MECHANICAL JOINT |
| MS | MACHINE SCREW |
| MSDS | MATERIAL SAFETY DATA SHEET |
| MTS | MILLED TYPE STEEL |
| MW | MONITORING WELL |
| N.F. | NEAR FACE |
| N.I.C. | NOT IN CONTRACT |
| N.S. | NON-SHRINK |
| NA | CAUSTIC |
| NaOCl | SODIUM HYPOCHLORITE |
| NC | NORMALLY CLOSED |
| NCT | NATIONAL COARSE THREAD |
| NFPA | NATIONAL FIRE PROTECTION ASSOCIATION |
| NFT | NATIONAL FINE THREAD |
| NIC | NOT IN CONTRACT |
| NLL | NORMAL LIQUID LEVEL |
| NO | NORMALLY OPEN |
| NO. OR # | NUMBER |
| NOM | NOMINAL |
| NT | NUT |
| NTS | NOT TO SCALE |
| O.C., C/C | CENTER TO CENTER |
| O.D. | OUTSIDE DIAMETER |
| O.F. | OUTSIDE FACE |
| O.H. | OPPOSITE HAND |
| OC | ON CENTER |
| OC | ON CENTER |
| OD | OUTSIDE DIAMETER |
| OF | OVERFLOW |
| OH | OVAL HEAD |
| OPNG(S) | OPENING(S) |
| OPP | OPPOSITE |
| OSTG | OUTSTANDING |
| P | PAN |
| P | PHILLIPS |
| P/C | PRECAST CONCRETE |
| P/GR | PROPOSED GRADE |
| PAR | PARALLEL |
| PARTN | PARTITION |
| PC | PIECE |
| PDP | PRIMARY DISTRIBUTION PANEL |
| PE | PLAIN END |
| PEBM | PRE-ENGINEERED BUILDING MANUFACTURER |
| PEMB | PRE-ENGINEERED METAL BUILDING |
| PEN | PENETRATION |
| PERP | PERPENDICULAR |
| PH | PHILLIPS HEAD |
| PJF | PREMOLDED JOINT FILLER |
| PL | PLATE |
| PLCS | PLACES |
| PN | PAN HEAD |
| PNLB | PANEL BOARD |
| PO | POLYMER |
| PR | PAIR |
| PREFAB | PREFABRICATED |
| PRELIM | PRELIMINARY |
| PROJ | PROJECTION |
| PROP | PROPOSED |
| PS | PUMP STATION |
| PSF | POUNDS / SQUARE FOOT |
| PSI | POUNDS / SQUARE INCH |
| PT | POINT |
| PT | PARTIAL THREAD |
| R | RADIUS |
| R, RAD | RADIUS |
| R.D. | ROOF DRAIN |
| R.O. | ROUGH OPENING |
| R/W | RIGHT OF WAY |
| RCP | REINFORCED CONCRETE PIPE |
| RD | ROUND HEAD |
| RED | REDUCER |
| REF | REFER |
| REINF | REINFORCE(ING)(ED)(MENT) |
| REINF | REINFORCING |
| REQ | REQUIRE |
| REQ'D | REQUIRED |
| REST | RESTRAINED |
| RET. SYS. | RETENTION SYSTEM |
| RF | ROOF |
| RF OPNG | ROOF OPENING |
| RH | ROUND HEAD OR RIGHT HAND |
| RIS | RISER |
| RM | ROOM |
| RND | ROUND |
| RR | RECYCLE RESIN |
| RW | RAW WATER |
| S/A | SUPPLY AIR |
| SA | SAMPLE |
| SAE | SAE PATTERN |
| SAN | SANITARY, SANITARY SEWER |
| SC | SAMPLE CONNECTION |
| SCADA | SUPERVISORY CONTROL AND DATA ACQUISITION |
| SCH | SCHEDULE(D) |
| SE | SOFTENER EFFLUENT |
| SECT | SECTION |
| SF | SQUARE FOOT |
| SH | SODIUM HYPOCHLORITE |
| SHT | SHEET |
| SIM | SIMILAR |
| SKT | SOCKET |
| SL, S | SLOTTED |
| SMS | SHEET METAL SCREW |
| SNGL | SINGLE |
| SP | SAMPLE POINT |
| SPA | SPACE, SPACING |
| SPEC(S) | SPECIFICATION(S) |
| SPEC'D | SPECIFIED |
| SQ | SQUARE |
| SRR | SUPERNATANT/BRINE/RINSE WATER |
| SS | STORM SEWER |
| SST, S/S | STAINLESS STEEL |
| STA | STATION |
| STD | STANDARD |
| STIFF | STIFFENER |
| STIR | STIRRUPS |
| STL | STEEL |
| STR | STRAIGHT, SLUDGE THICKENER RETURN |
| STRUCT | STRUCTURE |
| STY | STORY |
| SUPPT | SUPPORT |
| SUPT(S) | SUPPORT(S) |
| SV | SOLENOID VALVE |
| SW | SIDEWALK, SOFTENED WATER, SERVICE WATER |
| SWD | SIDE WALL DEPTH |
| SWTP | SURFACE WATER TREATMENT PLANT |
| SYM | SYMMETRICAL |
| SYS | SYSTEM |
| T | TENSION |
| T&B | TOP AND BOTTOM |
| T&G | TONGUE & GROOVE |
| T.B. | TAPERED BEAM |
| T.O. | TOP OF |
| T.O.B. | TOP OF BEAM |
| T.O.F. | TOP OF FOOTING |
| T.O.P. | TOP OF PIER |
| T.O.P.C. | TOP OF PIER CAP |
| T.O.S. | TOP OF STEEL |
| T.O.S.C. | TOP OF STRUCTURAL CONCRETE |
| T.O.W. | TOP OF WALL |
| T.R.W. | TOP OF RETAINING WALL |
| T/ | TOP OF |
| T/A | TRANSFER AIR |
| TE | THICKENER EFFLUENT |
| TEMP | TEMPERATURE |
| TH | THICK, THICKNESS |
| THK | THICK |
| TI | THICKENER INFLUENT |
| TOB | TOP OF BANK |
| TOE | BOTTOM OF BANK |
| TOS | TOE OF SLOPE |
| TR | TRANSFER PIPING |
| TRD(S) | TREAD(S) |
| TS | TUBE STEEL, THICKENED SLUDGE |
| TU | TREATMENT UNIT |
| TX | TRANSFORMER |
| TYP | TYPICAL |
| U.N.O. | UNLESS NOTED OTHERWISE |
| UN | UNITED NATIONS |
| UPS | UNINTERRUPTED POWER SUPPLY |
| USS | USS PATTERN |
| V | SHEAR, VENT |
| VERT | VERTICAL |
| VFD | VARIABLE FREQUENCY DRIVE |
| VPS | VACUUM PUMP STATION |
| VSS | VACUUM SEWER SYSTEM |
| W | WIDTH |
| W.L. | WIND LOAD |
| W.P. | WORK POINT |
| W/ | WITH |
| W/P | WEATHER PROOF |
| W1 | POTABLE WATER (DOMESTIC) |
| W2 | NON-POTABLE WATER (PROCESS) |
| WB | WIND BRACE |
| WD | WOOD |
| WDW. | WINDOW |
| WM | WATER MAIN |
| WPFG | WATERPROOFING |
| WS | WATER STOP, WATER SERVICE |
| WS | WOOD SCREW |
| WWM | WELDED WIRE MESH |
| X-STR | EXTRA STRONG |
| Z | ZINC |

## NOTES

1) SEE ELECTRICAL AND INSTRUMENTATION DRAWINGS FOR CORRESPONDING ABBREVIATIONS.
2) CONTACT THE ENGINEER FOR ABBREVIATIONS NOT LISTED.
3) THIS IS A STANDARD LEGEND SHEET, THEREFORE SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET AND NOT ON THE PLANS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C,DICKINSON
DR: M,RAY
CHK: D,HAMMANN
APVD: D,HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

2021B-006

ABBREVIATIONS

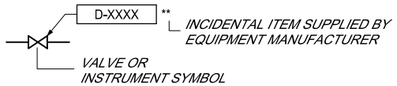
DWG NO. 04 OF 39
SHEET G-04
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-03-MULTI.dwg; Plotted @: 4/13/2021 9:48:56 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

BID DOCUMENTS

# EQUIPMENT AND VALVE LEGEND

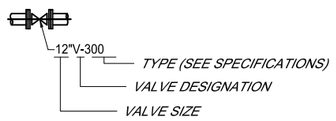
## EQUIPMENT AND SELF-CONTAINED VALVE IDENTIFICATION



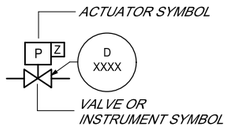

D:
- ARV = AIR RELEASE VALVE
- BPV = BACK PRESSURE VALVE
- CAV = COMBINATION AIR VALVE
- E = EJECTOR
- FCV = FLOW CONTROL VALVE
- FP = FIELD PANEL
- G = GATE
- LCV = LEVEL CONTROL VALVE
- M = MECHANICAL EQUIPMENT
- P = PUMP
- PCV = PRESSURE CONTROL VALVE
- PRV = PRESSURE RELIEF VALVE
- RPZ = REDUCED PRESSURE ZONE BACKFLOW PREVENTER
- T = TANK
- TCV = TEMPERATURE CONTROL VALVE

XXXX = PLANT EQUIPMENT TAG NUMBER

## VALVE IDENTIFICATION (MANUAL & CHECK)




## CONTROL VALVE AND INSTRUMENT IDENTIFICATION

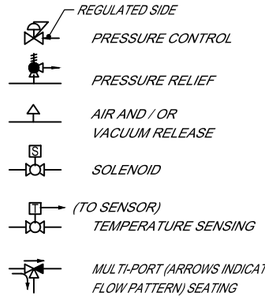



D:
- A = ANALYZE
- C = CONTROL
- E = ELEMENT
- F = FLOW
- I = INDICATOR
- L = LEVEL
- P = PRESSURE
- M = METER
- S = SWITCH
- T = TRANSMITTER
- V = VALVE
- Z = LIMIT

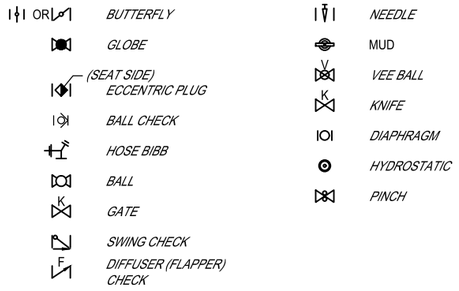
XXXX = PLANT EQUIPMENT TAG NUMBER

# VALVE SYMBOLS

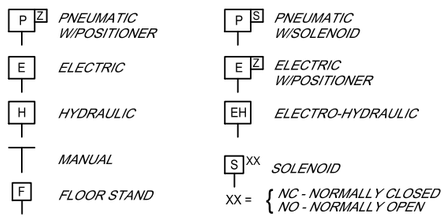
## CONTROL VALVES



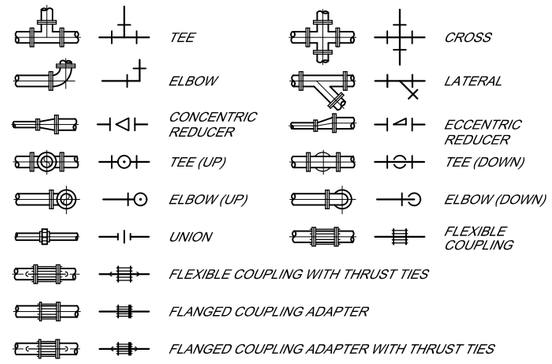

## (MANUAL & CHECK)



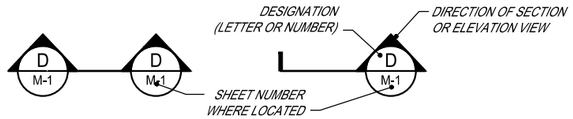

## ACTUATOR SYMBOLS



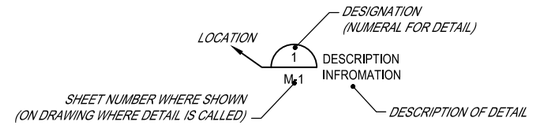

# PIPE FITTING SYMBOLS



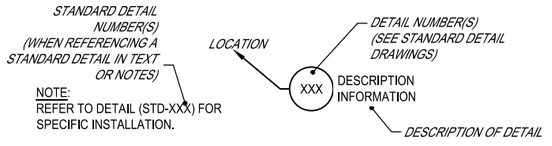

# SECTION AND DETAIL DESIGNATION



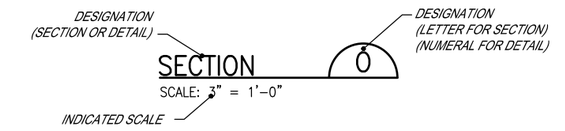

SECTION INDICATOR



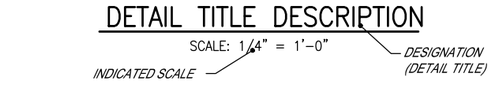

NON-STANDARD DETAIL DESIGNATION




STANDARD DETAIL DESIGNATION(S)




DETAIL / SECTION TITLE




VIEW / DETAIL TITLE

# FLOW STREAM IDENTIFICATION

| | |
|---|---|
| -ALP- | AIR LOW PRESSURE |
| -AG- | AMMONIA GAS (PRESSURE) |
| -AL- | ALARM |
| -BWD- | BACKWASH DRAIN |
| -BWR- | BACKWASH RETURN |
| -BWS- | BACKWASH SUPPLY |
| -BYP- | BYPASS |
| -CE- | CONTACTOR EFFLUENT |
| -CGV- | CHLORINE GAS (VACUUM) |
| -CHS- | CHEMICAL SLUDGE |
| -CS- | CHLORINE SOLUTION |
| -D- | DRAIN (SANITARY) |
| -DR- | DRAIN (PROCESS) |
| -EA- | EXHAUST AIR |
| -FE- | FILTER EFFLUENT |
| -FI- | FILTER INFLUENT |
| -FL- | FLUORIDE |
| -FM- | FORCEMAIN |
| -FR- | FRESH RESIN |
| -FTW- | FILTER TO WASTE |
| -FW- | FINISHED WATER |
| -HPA- | HIGH PRESSURE AIR |
| -HW- | HOT WATER |
| -LD- | LIME DELIVERY |
| -LS- | LIME SLURRY |
| -ME- | MIEX TREATED WATER |
| -NA- | CAUSTIC |
| -NaOCl- | SODIUM HYPOCHLORITE |
| -OF- | OVERFLOW |
| -PO- | POLYMER |
| -RR- | RECYCLE RESIN |
| -RW- | RAW WATER |
| -SA- | SAMPLE |
| -SAN- | SANITARY SEWER |
| -SE- | SOFTENER EFFLUENT |
| -SH- | SODIUM HYPOCHLORATE |
| -SRR- | SUPERNATANT/BRINE/RINSE WATER |
| -SS- | STORM SEWER |
| -STR- | SLUDGE THICKENER RETURN |
| -SW- | SOFTENED WATER / SERVICE WATER |
| -TE- | THICKENER EFFLUENT |
| -TI- | THICKENER INFLUENT |
| -TR- | TRANSFER PIPING |
| -TS- | THICKENED SLUDGE |
| -V- | VENT |
| -W1- | POTABLE WATER (DOMESTIC) |
| -W2- | NON-POTABLE WATER (PROCESS) |
| -WS- | WATER SERVICE |
| -WM- | WATERMAIN (POTABLE) |

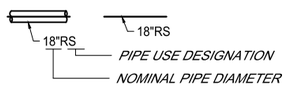
# PIPE SYMBOLS

| MULTI-LINE PIPE | SINGLE LINE PIPE | DESCRIPTION |
|---|---|---|
| | | EXISTING PIPE (TO REMAIN) |
| | | EXISTING PIPE (TO BE REMOVED) |
| | | EXISTING PIPE UNDER CONCRETE OR PAVEMENT (MULTI-LINE PIPE ONLY) |
| | | NEW PIPE |
| | | NEW PIPE UNDER CONCRETE OR PAVEMENT (MULTI-LINE PIPE ONLY) |
| | | FLANGED JOINT |
| | | MECHANICAL JOINT |
| | | WELDED JOINT |
| | | BELL & SPIGOT JOINT |
| | | BALL JOINT |
| | | ≥4"+ / <4" EXISTING PIPE PREVIOUSLY ABANDONED IN PLACE (REMOVE AS REQUIRED TO FACILITATE NEW CONSTRUCTION) |
| | | FUTURE PIPE (BY OTHERS) |

# GATE SYMBOLS




# PIPING IDENTIFICATION





ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

2021B-006

MECHANICAL LEGENDS AND SYMBOLS

DWG NO. 05 OF 39
SHEET G-05
PROJ. NO. 400-089.01
DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-03-MULTI.dwg; Plotted @: 4/13/2021 9:48:59 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone


BID DOCUMENTS

# HVAC LEGEND

20/12 14/12 — *SHEETMETAL DUCTWORK / SIZE (GALVANIZED, PER SMACNA)*

20/12 14/12 — *FIBERBOARD DUCTWORK / SIZE (INSLATED, PER SMACNA)*

*CHANGE IN DUCT SIZE*

*ELBOW W/" TURNING VANES*

*EXTRACTOR VANES*

*VOLUME DAMPER*

*FIRE DAMPER*

*SMOKE DAMPER*

*SMOKE AND FIRE DAMPER*

X x X LVR — *LOUVER W/ SIZE AND AIRFLOW DIRECTION*

24X24 410 CFM — *CEILING DIFFUSER W/ SIZE AND CAPACITY*

*AIRFLOW DIRECTION INDICATION*

OR — *FLEXIBLE DUCTWORK*

12X6 320CFM — *SUPPLY REGISTER (WALL / DUCT) W/ SIZE AND CAPACITY*

X x X RA — *RETURN GRILL / EXHAUST W/ SIZE*

OR EF-1 — *GRAVITY VENTILATOR / EXHAUST FAN (ROOF OR WALL MNTD) W/ ID NUMBER*

(TS) *THERMOSTAT (WALL MNTD)*

(S) *SMOKE*

(H) *HEAT*

(GAS) *GAS*

(CO) *CARBON MONOXIDE*

($H_2O$) *FLOOD*

(S/H) *SMOKE AND HEAT*

(CL) *CHLORINE GAS TRANSMITTER*

(AM) *AMMONIA GAS TRANSMITTER*

[GCP] *GAS DETECTION SYSTEM CONTROL PANEL*

## *ABBREVIATIONS*

| | |
|---|---|
| S/A | SUPPLY AIR |
| R/A | RETURN AIR |
| T/A | TRANSFER AIR |
| SW | SIDEWALL DUCT DISCHARGE |
| O.A. | OUTSIDE AIR |
| AHU OR A/H | AIR HANDLING UNIT |
| AC, ACU OR A/C | AIR CONDENSING UNIT |
| CFM | CUBIC FEET PER MINUTE |

# ARCHITECTURAL LEGEND

NEW METAL STUD AND GWB PARTITION

CONCRETE WALL / SLAB

CONCRETE MASONRY UNIT (CMU) PLAN VIEW

CONCRETE MASONRY UNIT (CMU) SECTION VIEW

STEEL SECTION

FIBER INSULATION

PLYWOOD SECTION

BATT INSULATION

INSULATED CONCRETE ROOF DECK SYSTEM

DOOR ASSEMBLY (TYPICAL) (SEE ARCHITECTURAL PLANS FOR SPECIFIC OCCURRENCES AND FRAME REQUIREMENTS)

WOOD, ROUGH CONTINUOUS

WOOD, ROUGH NON-CONTINUOUS

D.S. — DOWNSPOUTS

WOOD, FINISHED

(1) — DOOR NUMBER

(W1) — WINDOW DESIGNATION

101 ROOM NAME — ROOM NUMBER AND NAME

(L-1) — LOUVER NUMBER

FE — FIRE EXTINGUISHER

(EF-1) — EXHAUST FAN DESIGNATION

(AC-1) — AIR CONDITIONING UNIT DESIGNATION

(AH-1) — AIR HANDLER UNIT DESIGNATION

(GV-1) — GRAVITY VENT DESIGNATION

EXIT — BUILDING EXIT INDICATION

T/DIST = X'-X" — TRAVEL PATH AND DISTANCE FOR EMERGENCY EXIT

36" WIDE EXIT 34"/0.2= 170 CAP./16 ACT. — DOOR CAPACITY CALCULATION AND ACTUAL CAPACITY


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

2021B-006

ARCHITECTURAL AND HVAC LEGENDS

DWG NO. 06 OF 39
SHEET G-06
PROJ. NO. 400-089.01
DATE APRIL 01, 2021


File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-03-MULTI.dwg; Plotted @: 4/13/2021 9:49:01 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone


BID DOCUMENTS

# DESIGN CRITERIA

## PALM BEACH COUNTY BUILDING DEPARTMENT REQUIREMENTS:

1) CONTRACTOR SHALL CONFIRM AND COMPLETE ALL PERMIT REQUIREMENTS WITH THE PALM BEACH COUNTY BUILDING DEPARTMENT.

2) DOCUMENTS REQUIRED TO BE SUBMITTED BY CONTRACTOR TO FINALIZE PERMIT(S):

- COPY OF SIGNED CONSTRUCTION CONTRACT WITH TOTAL PROJECT COST.
- COPY OF INSURANCE, BONDS AND G.C. LICENSE
- FINAL PERMIT APPLICATION
- NOTICE OF DEMOLITION OR ASBESTOS RENOVATION

3) FOLLOWING COMPLETION OF BUILDING PAD PREPARATION, CONTRACTOR MUST SUBMIT THREE(3) SIGNED/SEALED CONFIRMATION OF ALLOWABLE SOIL BEARING CAPACITY LETTERS TO THE BUILDING DEPARTMENT.

4) FOLLOWING APPROVAL BY ENGINEER, CONTRACTOR SHALL SUBMIT PRODUCT APPROVAL DOCUMENTATION FOR THE FOLLOWING ITEMS TO THE BUILDING DEPARTMENT.

- DOORS AND FRAMES (EXTERIOR).

5) SEPARATE PERMITS WILL BE REQUIRED FOR THE FOLLOWING:

- NEW ROOFING PERMIT(S) WITH TOTAL JOB COST.
- OTHER PERMITS AS MAY BE REQUIRED BY BUILDING OFFICIAL.

6) REFER TO SPECIFICATIONS SECTION 01010–SUMMARY OF WORK FOR ADDITIONAL INFORMATION.

## EMERGENCY POWER SYSTEM

STANDBY DIESEL GENERATOR SET:

| | |
|---|---|
| – GENERATOR MANUFACTURER: | CATEPILLAR |
| – MODEL NO.: | C4.4 |
| – DIESEL GENERATOR SIZE: | 80 KW, 100 KVA |
| – PERFORMANCE STRATEGY: | EPA TIER III |
| – ENGINE: | CAT C4.4, IN–LINE 4, 4 CYCLE DIESEL |
| – GENERATORS ON SITE: | ONE (1) |
| – EXHAUST DISCHARGE: | 2.5"ø 125# FLANGE |
| – EXHAUST FLOW @ 100% LOAD: | 620 CFM |
| – EXHAUST TEMPERATURE: | 1166° (F) |
| – MAX BACK PRESSURE: | 60.2" H20 |
| – FUEL FLOW @ 50% LOAD: | 3.7 (GAL/HR) |
| – FUEL FLOW @ 75% LOAD: | 5.0 (GAL/HR) |
| – FUEL FLOW @ 100% LOAD: | 6.3 (GAL/HR) |
| – ENCLOSURE TYPE: | SOUND ATTENUATED ALUMINUM |
| – SOUND @ 21': | 75 DBA |

FUEL STORAGE:

| | |
|---|---|
| – STORAGE TANK TYPE: | ABOVE GROUND, UL 142 CONSTRUCTION, GENERATOR BASE TANK |
| – CAPACITY: | 480 GALLONS |
| – STORAGE TANK MANUFACTURER: | PHOENIX PRODUCTS, OR EQUAL |
| – OPERATING DAYS: | 5.4 DAYS AT 50% LOAD |

## BUILDING / STRUCTURAL

CODES

- FLORIDA BUILDING CODE, 2017, 6TH EDITION
- FLORIDA FIRE PROTECTION CODE, LATEST EDITION
- NATIONAL ELECTRIC CODE 2014
- ACI 318 "BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE"
- ALUMINUM DESIGN MANUAL "SPECIFICATIONS FOR ALUMINUM STRUCTURES", LATEST EDITION
- CRSI HANDBOOK
- AISC MANUAL OF STEEL CONSTRUCTION
- MASONRY CONSTRUCTION SHALL CONFORM TO LATEST ACI CODE REQUIREMENTS FOR CONCRETE MASONRY
- STRUCTURES (ACI 530 / ASCE 5 / TMS 402), SPECIFICATIONS FOR MASONRY STRUCTURES (ACI 530.1 / ASCE 6 / TMS 602) ASTM C476, ASTM C1019, AND NCMA TEK 107.

GENERAL STRUCTURE SCHEDULE

| STRUCTURE | GROSS AREA (SF) | OCCUPANCY | TYPE OF CONSTRUCTION | OCCUPANCY LOAD |
|---|---|---|---|---|
| VACUUM PUMP STATION ACCESS REVISION | 48 | GROUP U | TYPE IIA UNSPRINKLED | 10 OR LESS |
| VACUUM PUMP STATION | 394 | GROUP F | TYPE II | 10 OR LESS |
| | 442 | – | – | 10 OR LESS |

(1) ALL STRUCTURES ARE NON–HABITABLE.

LIFE SAFETY PLAN ELEMENTS

| | |
|---|---|
| – MEANS OF EGRESS | |
| MINIMUM CLEAR OPENING OF DOORS: | 32" (REQUIRED PER FBC 1008.1.1) |
| MINIMUM HEADROOM: | 7'–6" (REQUIRED PER FBC 1003.2) |
| MINIMUM DOORWAY HEADROOM: | 6'–8" (REQUIRED PER FBC 1008.1.1) |
| MINIMUM STAIR WIDTH: | 36" (REQUIRED PER FBC 1009.1) |
| MINIMUM STAIRWAY HEADROOM: | 6'–8" (REQUIRED PER FBC 1009.2) |
| – EXITS | |
| NUMBER OF EXITS REQUIRED: | 1 REQUIRED PER SPACE PER FBC 1019.2 |
| NUMBER OF EXITS PROVIDED: | 1 PER ROOM (MINIMUM) |
| SPECIAL EXIT REQUIREMENTS: | 2 REQUIRED PER ROOM WHERE INPUT CAPACITY TO LARGEST PIECE OF INSTALLED EQUIPMENT IS >117KW |
| – TRAVEL DISTANCE | |
| ALLOWABLE TRAVEL DISTANCE: | 50' PER FBC 1029.3 (GROUP F & GROUP F SPECIAL OCCUPANCY) |

DESIGN LOADING CRITERIA

| | |
|---|---|
| – DESIGN LOADS | |
| EQUIPMENT: | ACTUAL |
| BRIDGE CRANE OR MONORAIL | ACTUAL |
| ROOF, SUPERIMPOSED: | ACTUAL, 15 PSF MIN. |
| – LIVE LOADS: | |
| ROOF (MIN., UNREDUCED): | 20 PSF |
| WALKWAYS AND PLATFORMS: | 100 PSF |
| FLOOR: | 100 PSF |
| PROCESS SLABS: | 200 PSF |
| – IMPACT LOADS | |
| TRAVELING CRANES AND HOSTS: | 25% OF THE LIFTED LOAD |
| ROTATING EQUIPMENT: | 20% OF THE MACHINE WEIGHT |
| RECIPROCATING EQUIPMENT: | 50% OF THE MACHINE WEIGHT |
| – WIND DESIGN DATA: | |

**DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7–10 FOR THE FOLLOWING WIND PRESSURE DATA PER FLORIDA BUILDING CODE SECTION 1603.1.4:**

| | |
|---|---|
| ULTIMATE WIND SPEED ($V_{ult}$) | 180 MPH (3 SECOND GUST) |
| NOMINAL DESIGN WIND SPEED ($V_{asd}$) | 139 MPH (FBC TABLE 1609.3.1) |

## BUILDING / STRUCTURAL (CONTINUED)

| | |
|---|---|
| RISK CATEGORY: | III |
| EXPOSURE CATEGORY: | C |
| INTERNAL PRESSURE COEFFICIENT: | ± 0.55 |
| – BUOYANCY | |
| ASSUMED GROUND WATER | |
| ELEVATION FOR BUOYANCY LOAD: | FINISH GRADE |
| FACTOR OF SAFETY: | 2.0 |
| – EARTHQUAKE DESIGN DATA (SEISMIC ZONE): | |
| NOT APPLICABLE | |
| – FOUNDATIONS | |
| DESIGN LOAD–BEARING VALUE OF SOILS: | 2000 PSF |

MATERIALS OF CONSTRUCTION

| | |
|---|---|
| – STRUCTURAL CAST–IN–PLACE | |
| CONCRETE, MIN. f'c @ 28 DAYS: | 4,000 PSI (OR AS SPECIFIED) |
| – STRUCTURAL STEEL: | |
| ROLLED W SHAPES, ASTM A572: | 50,000 PSI |
| ANGLES, CHANNELS AND PLATES, ASTM A36: | 36,000 PSI |
| TUBE SECTIONS, ASTM A500, GRADE C, fy: | 46,000 PSI |
| – REINFORCING STEEL, fy: | 60,000 PSI |

**REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED:**

| | |
|---|---|
| CONCRETE CAST AGAINST EARTH | 3" |
| FORMED SURFACED IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED TO WEATHER | 2" |
| FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL | |
| –SLABS AND WALL | 2" |
| –BEAMS AND COLUMNS | 1–1/2" |
| **– SPLICES AND LAPS OF DEFORMED BARS:** | |
| MINIMUM BAR LAP (TYPICAL): | (SEE LAP SPLICE SCHEDULE, THIS S–01) |
| TENSION LAPS: | IN ACCORDANCE WITH ACI 318 |
| OTHER LAP DISTANCES: | AS INDICATED ON DRAWINGS |

## GENERAL CONDITIONS

ALL STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH THE MECHANICAL, CIVIL, ELECTRICAL AND SHOP DRAWINGS AND SPECIFICATIONS.

THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE FACILITY. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

THE CONTRACTOR SHALL TAKE ANY AND ALL NECESSARY MEASURES TO PROTECT EXISTING STRUCTURES FROM DAMAGE WHEN WORKING IN AND AROUND EXISTING STRUCTURES PERFORMING WORK SUCH AS DEMOLITION, FOUNDATION EXCAVATION AND OTHER WORK.

SIZE AND LOCATION OF EQUIPMENT PADS AND ANCHOR BOLTS SHALL BE PER EQUIPMENT MANUFACTURER'S REQUIREMENTS AND APPROVED SUBMITTALS.

ANY EQUIPMENT THAT MAY INDUCE VIBRATION TO THE STRUCTURE SHALL BE ADEQUATELY ISOLATED FROM THE STRUCTURES.

ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/8" TOOLED EDGE AT ALL EXPOSED EDGES UNLESS OTHERWISE NOTED.

THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

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BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

DESIGN CRITERIA

2021B-006
DWG NO. 07 OF 39
SHEET G-07
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-03-MULTI.dwg; Plotted @: 4/13/2021 9:49:03 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

BID DOCUMENTS

SPECIFICATIONS

1.0 GENERAL

1.1 ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF:

1.1.1 FLORIDA BUILDING CODE, 6th EDITION, 2017.

1.1.2 FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP).

1.2 PROJECT GENERAL REQUIREMENTS ARE SPECIFIED IN DIVISION 1 – GENERAL REQUIREMENTS OF THE SPECIFICATIONS BOOKLET.

1.3 PRE–CONSTRUCTION MEETING

1.3.1 PRE–CONSTRUCTION CONFERENCE WILL BE HELD PRIOR TO THE BEGINNING OF CONSTRUCTION WITH THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD.

1.4 INSPECTIONS

1.4.1 THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO ANY REQUIRED INSPECTION OF THE CONSTRUCTED IMPROVEMENT.

1.4.2 THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD NO LATER THAN 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS.

1.5 SHOP DRAWINGS

1.5.1 PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED/APPROVED BY THE ENGINEER OF RECORD INCLUDING BUT NOT LIMITED TO: PRECONSTRUCTION VIDEO, VALVES, TAPPING SLEEVES AND VALVES, CONCRETE, DOORS, STAIRS AND MISCELLANEOUS ACCESSORIES/MATERIALS.

1.6 PROJECT CLOSE–OUT

1.6.1 CLEANING UP

1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.

2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR THOSE OF SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY ROADWAY OR DRIVEWAY, SIDEWALK, AND LANDSCAPE WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.

3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, SWALES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.

1.7 PROJECT RECORD DOCUMENTS

1.7.1 CONTRACTOR SHALL MAINTAIN ACCURATE AND COMPLETE RECORDS OF WORK ITEMS COMPLETED.

1.7.2 PRIOR TO THE PLACEMENT OF ANY ASPHALT OR CONCRETE PAVEMENT, CONTRACTOR SHALL SUBMIT TO THE ENGINEER, "AS BUILT" DRAWINGS SHOWING ALL WATER AND SEWER IMPROVEMENTS, AS APPLICABLE.

1.7.3 ALL "AS BUILT" INFORMATION SUBMITTED TO THE ENGINEER SHALL BE SUFFICIENTLY ACCURATE, CLEAR AND LEGIBLE TO SATISFY THE ENGINEER THAT THE INFORMATION PROVIDES A TRUE REPRESENTATION OF THE IMPROVEMENTS CONSTRUCTED.

1.7.4 UPON CONFORMATION OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF "AS BUILT" CONSTRUCTION DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS BUILT" CONSTRUCTION CHANGES AND DIMENSIONED LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS AND SHALL BE SIGNED BY CONTRACTOR AND SIGNED/SEALED BY A PROFESSIONAL LAND SURVEYOR REGISTERED IN FLORIDA.

2.0 RESTORATION

2.1 CONTRACTOR SHALL REMOVE AND LAWFULLY DISPOSE OF ALL DEBRIS RESULTING FROM WORK.

2.2 ALL UNPAVED AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, STORAGE, OR OTHER CONTRACT ACTIVITY SHALL BE SODDED AS SPECIFIED HEREIN.

2.3 EXISTING LANDSCAPING FEATURES DAMAGED BY WORK SHALL BE REPLACED IN KIND.

2.4 SAW CUT AND PATCH ASPHALT PAVEMENT DAMAGED BY WORK. SAW CUT FULL RECTANGULAR AREAS. NO STAIR STEP OR IRREGULAR PATCHES.

2.5 ASPHALT PATCHES SHALL BE AS SPECIFIED HEREIN AND MATCH EXISTING THICKNESS AND GRADE.

3.0 RESTORATION MATERIALS

3.1 SOD

3.1.1 SOD SHALL BE OF FIRM TEXTURE HAVING A COMPACTED GROWTH AND GOOD ROOT DEVELOPMENT. SOD IS TO CONTAIN NO WEEDS OR UNDESIRABLE NATIVE GRASSES AND BE FREE FROM FUNGUS, VERMIN AND DISEASES. SOD TO BE NOT LESS THAN TWO (2) YEARS OLD. PROVIDE SOD CAPABLE OF GROWTH AND DEVELOPMENT WHEN PLANTED (VIABLE, NOT DORMANT).

3.1.2 SOD SHALL BE SELECTED TO MATCH THE EXISTING VARIETIES AND TYPES ENCOUNTERED, AS APPLICABLE. SOD SHALL BE BAHIA FOR NON–IRRIGATED AREAS AND FLORATAM FOR IRRIGATED AREAS.

3.1.3 SOD SELECTION SHALL BE APPROVED IN FIELD BY RESIDENT PROJECT REPRESENTATIVE.

3.2 ASPHALT

3.2.1 MATERIALS FOR LIMEROCK BASE SHALL BE AS SPECIFIED IN SECTION 911 OF THE STANDARD SPECIFICATIONS.

3.2.2 PRIME COAT MATERIAL SHALL BE RC–70 LIQUID ASPHALT APPLIED TO THE PAVEMENT BASE AT A UNIFORM RATE OF 0.25 GALLONS PER SQUARE YARD. SAND COVER SHALL BE APPLIED OVER PRIME COAT IF TRAFFIC WILL BE USING AREA BEFORE FINAL PAVING IS LAID.

3.2.3 TACK COAT MATERIAL SHALL BE AS SPECIFIED IN SECTION 300–2.3 OF THE STANDARD SPECIFICATIONS.

3.2.4 TYPE S–I ASPHALTIC CONCRETE CONFORMING TO ALL APPLICABLE REQUIREMENTS OF SECTIONS 320, 330 AND 331 OF THE STANDARD SPECIFICATIONS

4.0 PROTECTIVE COATING

4.1 PRODUCTS SHALL BE AS MANUFACTURED BY TNEMEC COMPANY, OR EQUAL.

4.2 SYSTEMS NO. 4E – EXPOSED METAL (EXISTING/SHOP PRIMED) – HIGHLY CORROSIVE.

| | |
|---|---|
| SURFACE PREPARATION (EXISTING) | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS BY HIGH PRESSURE WATER BLASTING. REMOVE ALL RUST AND LOOSE DAMAGED PAINT BY ABRASIVE BLAST CLEANING PER SSPC–SP7 (BRUSH OFF BLAST) OR BY SSPC–SP2 & 3 HAND & POWER TOOL CLEANING. |
| SURFACE PREPARATION (SHOP PRIMED) | EXISTING METAL PRODUCTS SHALL BE SHOP PRIMED PER APPLICABLE SPECIFICATION SECTIONS. |
| SPOT PRIME: | SPOT PRIME ALL BARE METAL AREAS WITH AN EPOXY MASTIC (SERIES 135) AT 5.0 MILS DFT. |
| PRIME COAT: | EPOXY MASTIC (SERIES 73) 3.0 MILS DFT. |
| SEALANT: | APPLY SINGLE COMPONENT SEALANT AS SPECIFIED. AT LOCATION WHERE TWO PIECES OF STEEL OVERLAP, BETWEEN FLANGES, AT BOLTS, ETC. |
| MDFT: | 8.0 MILS FOR THE TWO (2) COAT SYSTEM. |
| COLOR: | COLOR AS SCHEDULED ON DRAWINGS. |

4.3 SYSTEM NO. 7E – INTERIOR METAL (EXISTING/SHOP PRIMED) – HIGHLY CORROSIVE.

| | |
|---|---|
| SURFACE PREPARATION: (EXISTING) | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS BY HIGH PRESSURE WATER BLASTING. REMOVE ALL RUST AND LOOSE DAMAGED PAINT BY ABRASIVE BLAST CLEANING PER SSPC–SP7 (BRUSH OFF BLAST) OR BY SSPC–SP2 & 3 HAND & POWER TOOL CLEANING. |
| SURFACE PREPARATION: (SHOP PRIMED) | FABRICATED METAL PRODUCTS SHALL BE SHOP PRIMED PER APPLICABLE SPECIFICATION SECTIONS. |
| SPOT PRIME (EXISTING): | SPOT PRIME ALL BARE METAL AREAS WITH AN EPOXY MASTIC AT 5.0 MILS DFT. |
| PRIME COAT: | EPOXY (NON–POTABLE)(SERIES 66) 7.0 MILS DFT. |
| TOP COAT: | EPOXY (NON–POTABLE)(SERIES 66) 3.0 MILS DFT. |
| MDFT: | 10.0 MILS FOR THE TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED IN DRAWINGS. |

4.4 SYSTEM NO. 24 – EXPOSED FRP, PVC.

| | |
|---|---|
| SURFACE PREPARATION: | SOLVENT CLEANING, SSPC–SP1, TO REMOVE SOLUBLE CONTAMINANTS. REMOVE ALL INSOLUBLE CONTAMINANTS OR FOREIGN MATERIALS BY HAND, SSPC–SP2, OR POWER TOOL CLEANING, SSPC–SP3. |
| PRIME COAT: | EPOXY (SERIES 66) AT 2.0 – 4.0 MILS DFT. |
| TOP COAT: | HIGH BUILD ACRYLIC POLYURETHANE (SERIES 73) AT 2.0 – 4.0 MILS DFT. |
| COLOR: | 6.0 MILS FOR TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

4.5 SYSTEM NO. 25 – INTERIOR FRP, PVC.

| | |
|---|---|
| SURFACE PREPARATION: | SOLVENT CLEANING, SSPC–SP1, TO REMOVE SOLUBLE CONTAMINANTS. REMOVE ALL INSOLUBLE CONTAMINANTS OR FOREIGN MATERIALS BY HAND, SSPC–SP2, OR POWER TOOL CLEANING, SSPC–SP3. |
| PRIME COAT: | EPOXY (SERIES 66) 3.0 MILS DFT. |
| TOP COAT: | EPOXY (SERIES 66) 3.0 MILS DFT. |
| MDFT: | 6.0 MILS FOR THE TWO (2) COAT SYSTEM. |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

4.6 SYSTEM NO. 109 – INTERIOR CONCRETE AND MASONRY (SEMI–GLOSS)

| | |
|---|---|
| SURFACE PREPARATION: | SURFACE SHALL BE CLEAN, DRY, FREE OF DUST, OIL, CURING COMPOUNDS AND OTHER FOREIGN MATERIALS. |
| PRIME COAT: | ONE (1) COAT EPOXY BLOCK FILLER 80 SFPGPC. |
| TOP COATS: | TWO (2) COATS WATERBORNE ACRYLIC EPOXY (SEMI–GLOSS) AT 254 SFPGPC. |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

4.7 SYSTEM NO. 109E – EXISTING INTERIOR CONCRETE AND MASONRY (SEMI–GLOSS)

| | |
|---|---|
| SURFACE PREPARATION: | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS AND LOOSE PAINT BY HIGH PRESSURE WATER BLASTING (3500 PSI WITH TURBO TIP). REMOVE AS MUCH OF THE TOPCOATS FROM THE BLOCK FILLER AS POSSIBLE. ALL REMAINING TOPCOAT MUST BE TIGHTLY ADHERING. FEATHER ALL EDGES OF REMAINING TOPCOAT. |
| SURFACE PROFILE: | ICRI CSP 1 |
| PATCHING: | PATCH ALL EXISTING HOLES IN WALLS WITH NON–SHRINK GROUT AS SPECIFIED. |
| PRIME COAT/BLOCK FILLER: | ONE (1) COAT EPOXY WATERBORNE CEMENTITIOUS ACRYLIC (SERIES 130–6602) AT 80 SFPGPC. |
| TOP COAT: | TWO (2) COATS WATERBORNE ACRYLIC EPOXY (SERIES 113, SEMI–GLOSS) AT 4.0 – 6.0 MILS DFT PER COAT. |
| COLOR: | AS SELECTED ANY OWNER FROM MANUFACTURER'S STANDARD AVAILABLE COLORS. |

4.8 SYSTEM NO. 111 – STUCCO – CEMENTITIOUS COATING (FLAT)

| | |
|---|---|
| SURFACE PREPARATION: | ALLOW CEMENTITIOUS FINISH A MINIMUM OF 28 DAYS DRYING/CURING TIME. SURFACE SHALL BE CLEAN, DRY, FREE OF DUST, OIL, CURING COMPOUNDS AND OTHER FOREIGN MATERIALS. |
| PRIME COAT: | ACRYLIC EMULSION (LOW GLOSS) AT 318 SFPGPC |
| TOP COAT: | ACRYLIC EMULSION (LOW GLOSS) AT 318 SFPGPC |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

4.9 SYSTEM NO. 111E – EXISTING EXTERIOR STUCCO CEMENTITIOUS COATING (FLAT)

| | |
|---|---|
| SURFACE PREPARATION: | REMOVE ALL DIRT, OIL, GREASE, CHEMICALS AND LOOSE PAINT BY HIGH PRESSURE WATER BLASTING (MIN. 3500 PSI). |
| SURFACE PROFILE: | ICRI CSP 1 |
| CAULKING: | PREPARE AND FILL ALL SURFACE CRACKS (1/4–INCH) WITH SEALANT AS SPECIFIED. CAULK ALL DOORS, LOUVERS, AND FANS. |
| PATCHING: | PATCH ALL EXISTING HOLES (OR HOLES RESULTING FROM WORK) IN WALLS WITH NON–SHRINK GROUT AS SPECIFIED. |
| CEMENTITIOUS REPAIR: | THOROSEAL PLASTER MIX WITH SPONGE FINISH. (FOR DAMAGED AREAS GREATER THAN 3–INCH DIAMETER) |
| PRIME: | ACRYLIC EMULSION (SERIES 6) AT 2.0–3.0 MILS (287 SFPGPC) |
| TOP COAT: | ACRYLIC EMULSION (SERIES 6) AT 2.0–3.0 MILS (287 SFPGPC). |
| COLOR: | AS SCHEDULED ON DRAWINGS. |

5.0 SEALANTS

5.1 SEALANT SHALL BE ONE–PART POLYURETHANE CONFORMING TO FEDERAL SPECIFICATION TT–S–00230C ADO ASTM C–920, TYPE II CLASS A, NON–SAG ELASTOMERIC SEALANT.

5.2 COLOR SHALL BE SELECTED FROM MANUFACTURER S STANDARDS TO MATCH COLOR OF ADJACENT SURFACES, WHERE APPLICABLE.

5.3 SEALANT SHALL BE SIKA–1A AS MANUFACTURED BY SIKA OR EQUAL.

6.0 GROUT

6.1 NON–SHRINK GROUT

6.1.1 CLASS B NON–SHRINK GROUTS SHALL HAVE A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 5000 PSI AND SHALL MEET THE REQUIREMENTS OF CRD C 621.

7.0 MISCELLANEOUS METAL ITEMS

7.1 ADHESIVE ANCHORS

7.1.1 ADHESIVE ANCHORS SHALL BE THREADED ROD ANCHORS WITH 316 STAINLESS STEEL RODS, NUTS, AND WASHERS. EPOXY SHALL BE ATC HS–ICC OR ENGINEER APPROVED EQUIVALENT.

8.0 CONCRETE MATERIALS

8.1 TYPE I OR TYPE II CEMENT, AT THE CONTRACTOR'S OPTION, MAY BE USED FOR NON–HYDRAULIC STRUCTURES.

8.2 WATER: POTABLE, SALT FREE CONFORMING TO ASTM C94.

8.3 FINE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33.

FINE AGGREGATE (PUMP): SALT FREE AND CLEAN, CONFORMING TO FDOT 902.

8.4 COARSE AGGREGATE (REGULAR): SALT FREE AND CLEAN, CONFORMING TO ASTM C33, MAXIMUM SIZE 1 1/2–INCH (3/4–INCH FOR WATER RETAINING

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

SPECIFICATIONS (SHEET 1)

2021B-006
DWG NO. 08 OF 39
SHEET G-08
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-08-SPECS.dwg; Plotted @: 4/13/2021 9:49:16 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

BID DOCUMENTS

STRUCTURES).

COARSE AGGREGATE (PUMP): SALT FREE AND CLEAN, SIZE #89, FDOT 901.

8.5 ALL AGGREGATES: QUARRIED/MINED IN FRESH WATER ONLY.

8.6 SCREENINGS: SCREENINGS MEETING THE REQUIREMENTS OF FDOT 902-5 MY BE SUBSTITUTED FOR FINE AGGREGATE.

8.7 ASTM A615: "STANDARD SPECIFICATION FOR DEFORMED AND PLAIN BILLET-STEEL BARS FOR CONCRETE REINFORCEMENT".

1. GRADE: 60

2. MINIMUM YIELD STRENGTH: 60,000 PSI

3. SIZE SHALL BE AS INDICATED ON THE DRAWINGS.

8.8 WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185.

8.9 EXPANSION JOINT FILLER SHALL BE 1/2-INCH THICK, PREFORMED ASPHALT-IMPREGNATED, EXPANSION JOINT MATERIAL CONFORMING TO ASTM D994.

8.10 CONCRETE ADD MIXTURES

8.10.1 AIR-ENTRAINING

1. PROVIDE AIR-ENTRAINING ADMIXTURE IN ALL CONCRETE. ADMIXTURE SHALL CONFORM TO ASTM C 260, EXCEPT IT SHALL BE NONTOXIC AFTER 30 DAYS AND SHALL CONTAIN NO CHLORIDES. FURNISH MANUFACTURER'S COMPLIANCE STATEMENT FOR THESE REQUIREMENTS.

8.10.2 WATER-REDUCING

1. ALL CONCRETE SHALL CONTAIN A WATER-REDUCING ADMIXTURE. THE ADMIXTURE SHALL CONFORM TO ASTM C 494, TYPE A OR TYPE D, EXCEPT IT SHALL CONTAIN NO CHLORIDES, SHALL BE NONTOXIC AFTER 30 DAYS, AND SHALL BE COMPATIBLE WITH THE AIR-ENTRAINING ADMIXTURES. THE AMOUNT OF ADMIXTURE ADDED TO THE CONCRETE SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. FURNISH A COMPLIANCE STATEMENT THAT THE ADMIXTURE USED SATISFIES ALL REQUIREMENTS OF THIS SPECIFICATION.

8.10.3 POZZOLAN (FLY-ASH)

1. THE POZZOLAN TO BE USED IN COMBINATION WITH TYPE I CEMENT, AS PREVIOUSLY SPECIFIED FOR USE IN ALL HYDRAULIC STRUCTURES AND SEWERS, SHALL BE CLASS C OR CLASS F FLY ASH CONFORMING TO ASTM C 618-78 AND FURNISH TEST DATA CONFIRMING THAT THE FLY ASH IN COMBINATION WITH THE CEMENT TO BE USED MEETS ALL STRENGTH REQUIREMENTS, IS COMPATIBLE WITH AIR-ENTRAINING AGENTS AND OTHER ADDITIVES, AND PROVIDES INCREASED SULFATE RESISTANCE EQUIVALENT TO OR BETTER THAN TYPE II CEMENT.

8.10.4 SILICA FUME (MICROSILICA)

1. CONCRETE FOR WATER RETAINING STRUCTURE WALLS SHALL HAVE A SILICA FUME ADMIXTURE. MATERIAL SHALL BE SLURRY OR DENSIFIED FORM. MATERIAL SHALL BE RHEOMAC SF100 AS MANUFACTURED BY MASTER BUILDERS TECHNOLOGIES OR EQUAL. USE OF THIS PRODUCT SHALL BE IN STRICT COMPLIANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS.

2. AMOUNT OF MICROSILICA REQUIRED SHALL BE 7% OF CEMENT CONTENT OR MANUFACTURER'S RECOMMENDATION, WHICHEVER IS GREATER.

3. WHERE THIS MATERIAL IS USED, FORMWORK MUST REMAIN IN PLACE AND WATER CURING SHALL BE USED FOR A MINIMUM OF THREE (3) FULL DAYS FROM PLACEMENT OF CONCRETE AND CONCRETE HAS ACHIEVED A MINIMUM OF 2/3 ITS SPECIFIED COMPRESSIVE STRENGTH.

4. USE OF WATER-REDUCING ADMIXTURE IN CONJUNCTION WITH THIS PRODUCT SHALL BE AS RECOMMENDED BY MANUFACTURER.

8.11 BONDING AGENT

8.11.1 PRODUCT SHALL BE RECOMMENDED BY MANUFACTURER AS SUITABLE TO MEET JOB REQUIREMENTS WITH REGARD TO SURFACE, POT LIFE, SET TIME, VERTICAL OR HORIZONTAL APPLICATION, FORMING RESTRICTIONS, ETC. FURNISH MANUFACTURER'S SPECIFIC INSTRUCTIONS FOR THIS JOB APPLICATION, AND OBTAIN ENGINEER'S REVIEW PRIOR TO PURCHASE.

8.11.2 BONDING AGENT SHALL BE AS MANUFACTURED BY EUCLID CHEMICAL, SIKA, OR EQUAL.

8.12 EVAPORATION RETARDANT

8.12.1 EVAPORATION RETARDANT SHALL BE USED WHERE SPECIFIED TO RETARD RAPID EVAPORATION OF BLEEDING WATER FROM EXPOSED CONCRETE. THE EVAPORATION RETARDANT MAY BE USED WITH OR WITHOUT FLUORESCENT COLOR TINT WHICH SHALL DISAPPEAR COMPLETELY UPON DRYING. IT SHALL BE SPRAYED ONTO THE SURFACE OF FRESH CONCRETE IMMEDIATELY AFTER SCREENING TO REACT WITH SURFACE MOISTURE AND SHALL BE REAPPLIED AFTER SMOOTHING THE SURFACE WITH A BULL FLOAT TO ENSURE A CONTINUOUS, COMPACTED MONOMOLECULAR LAYER. THE EVAPORATION RETARDANT SHALL BE CONFILM, AS MANUFACTURED BY MASTER BUILDERS, INC., OR EQUAL.

8.13 CURING COMPOUNDS

8.13.1 NORMAL PLACEMENT WITHOUT SPECIAL FINISH; APPROVED PRODUCTS:

1. MASTER BUILDERS COMPANY: "CONFILM".

2. EQUAL.

8.14 MIX DESIGN REQUIREMENTS

8.14.1 FILLETS, THRUST BLOCKS, SIDEWALKS, AND MISCELLANEOUS NON-STRUCTURAL SLABS ON GRADE.

1. 28 DAY COMPRESSIVE STRENGTH: 3000 P.S.I.

2. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCT.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C 231): 0 PERCENT.

8.14.2 STRUCTURAL (WALLS, COLUMNS, BEAMS, FOOTINGS, FLOOR SLABS AND ELEVATED SLABS) AND PRECAST CONCRETE:

1. 28 DAY COMPRESSIVE STRENGTH: 4000 P.S.I., MINIMUM, OR AS INDICATED ON THE DRAWINGS OR OTHER SECTIONS.

A. STRENGTHS NOTED ON THE DRAWINGS OR OTHER SECTIONS TAKE PRECEDENCE OVER HEREIN SPECIFIED AMOUNTS.

2. WATER-CEMENT RATIO: W/C 0.4.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

5. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

8.14.3 CONCRETE FILL (HOLLOW CORE PLANK CELLS AND PERIMETER CURB):

1. 28 DAY COMPRESSIVE STRENGTH: 4000 P.S.I.

2. WATER-CEMENT RATIO: W/C 0.5.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT

5. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

8.14.4 PAVEMENT (DRIVES/ROADWAYS):

1. 28 DAY COMPRESSIVE STRENGTH: 4000 P.S.I.

2. WATER-CEMENT RATIO: W/C 0.5.

3. SLUMP: 5 INCHES, ± 1 INCH.

4. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT

5. ADMIXTURE: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

6. SLUMP: N/A (MIX SHALL BE SELF-LEVELING).

8.14.5 EXCAVATABLE FLOWABLE FILL (FOR TRENCH BACKFILL)

1. CEMENT: 50 TO 100 LBS/CY. (OR INDICATED ON DRAWINGS.)

2. POZZOLAN (FLYASH): 0 LBS/CY.

3. FINE AGGREGATE: 2750 LB/CY.

4. WATER: 500 LBS/CY. (MAXIMUM)

5. DYE: ADD PER COLOR NOTED ON DRAWINGS.

6. 28 DAY COMPRESSIVE STRENGTH: 100 PSI (MAXIMUM).

7. SLUMP: N/A (MIX SHALL BE SELF-LEVELING).

8.14.6 CURBS

1. 28 DAY COMPRESSIVE STRENGTH: 3000 PSI

2. SLUMP: 2-INCHES, ± 1-INCH.

3. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

4. ADMIXTURES: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

8.14.7 FLOWABLE FILL (NON-EXCAVATABLE)

1. 28 DAY COMPRESSIVE STRENGTH: 125 PSI (MINIMUM).

2. SLUMP: N/A (MIX SHALL BE SELF-LEVELING).

3. ENTRAINED AIR CONTENT (ASTM C231): 0 PERCENT.

4. CEMENT: 75-150 LBS/CT

5. POZZOLAN (FLYASH): 150-600 LBS/CY

6. DYE: ADD PER COLOR NOTED ON DRAWINGS.

7. ADMIXTURES: AS REQUIRED BELOW, USE ONLY SPECIFIED PRODUCTS.

8.15 FORM TOLERANCES

8.15.1 WALL TOLERANCES

8.15.1.1 WALL TYPE W-A

A. DEPRESSIONS IN A WALL SURFACE SHALL NOT BE MORE THAN 5/16-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION. WALL THICKNESSES SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. WALLS SHALL BE PLUMB WITHIN 1/4-INCH IN ANY 10 FEET OR WITHIN 1-INCH IN ITS ENTIRE HEIGHT FROM TOP TO BOTTOM FOR WALLS OVER 40 FEET HIGH.

8.15.1.2 WALL TYPE W-B

A. DEPRESSIONS IN A WALL SURFACE SHALL NOT BE MORE THAN 1/8-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION. WALL THICKNESSES SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. WALLS SHALL BE PLUMB WITHIN 1/4-INCH IN ANY 10 FEET OR WITHIN ½-INCH IN ITS ENTIRE HEIGHT FROM TOP TO BOTTOM FOR WALLS OVER 20 FEET HIGH.

8.15.2 SLAB TOLERANCES

8.15.2.1 SLAB TYPE S-A

A. DEPRESSION IN A SLAB SHALL NOT BE MORE THAN 5/16-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON THE HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION OF A SINGLE PLANE OF A GIVEN SLAB.

8.15.2.2 SLAB TYPE S-B

A. DEPRESSION IN A SLAB SHALL NOT BE MORE THAN 1/8-INCH WHEN A 10-FOOT STRAIGHTEDGE IS PLACED UPON THE HIGH POINTS IN ANY DIRECTION OR AT ANY LOCATION OF A SINGLE PLANE OF A GIVEN SLAB.

8.15.2.3 SLAB TYPE S-A AND S-B

A. FINISH SLAB ELEVATION SHALL BE WITHIN ½-INCH OF ELEVATION SPECIFIED EXCEPT THAT SLABS WHICH ARE DESIGNED AND DETAILED TO DRAIN TO A FLOOR DRAIN OR GUTTER SHALL IN FACE ADEQUATELY DRAIN REGARDLESS OF TOLERANCES AND THE CONTRACTOR SHALL BE FULLY RESPONSIBLE TO ACHIEVE THIS IMPORTANT FUNCTION IN THE FINISHED STRUCTURE. REPAIR FLOOR SLOPES IN AN APPROVED MANNER IF NECESSARY TO PROVIDE COMPLETE DRAINAGE. SLABS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM THE THICKNESS SHOWN AND SHALL ALSO SATISFY THE ABOVE REQUIREMENTS.

8.15.2.4 BEAMS AND COLUMNS

A. BEAM TYPE B-A

– BEAMS' PHYSICAL DIMENSIONS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. ELEVATIONS SHALL BE WITHIN ½-INCH PLUS OR MINUS EXCEPT WHERE THE TOPS OF BEAMS BECOME PART OF A FINISHED SLAB AND IN THIS CASE REFER TO SLAB TOLERANCES ALSO.

B. COLUMN TYPE C-A

– COLUMN PHYSICAL DIMENSIONS SHALL NOT BE MORE THAN 1/4-INCH MINUS NOR ½-INCH PLUS FROM DIMENSION SHOWN. COLUMNS SHALL BE PLUMB WITHIN 1/4-INCH IN ANY 10 FEET WITH A MAXIMUM OUT-OF-PLUMB OF ½-INCH AT THE TOP WITH RESPECT TO THE BOTTOM.

8.16 CONCRETE FINISH REQUIREMENTS

8.16.1 CONCRETE WALL FINISHES

8.16.1.1 TYPE W-1

1. ALL SNAP-TIE HOLES SHALL BE FILLED WITH NON-SHRINK, NON-METALLIC GROUT. ALL PROJECTIONS SHALL BE KNOCKED OFF. ALSO ALL HONEYCOMB AREAS AND ROCK POCKETS SHALL BE PATCHED. SMALL AIR HOLES DO NOT REQUIRE PATCHING.

8.16.1.2 TYPE W-2

1. ALL SNAP-TIE HOLES SHALL BE PLUGGED WITH NON-SHRINK, NON-METALLIC COLOR MATCHED GROUT THAT HAS BEEN APPROVED BY ENGINEER. GRIND OFF PROJECTIONS, FINS, AND ROUGH SPOTS. REPAIR ALL OTHER DEFECTS SUCH AS HONEYCOMB AREAS, ROCK POCKETS, AND ROUGH SPOTS WHICH ARE A RESULT OF FORM RELEASE AGENT FAILURE OR OTHER REASONS WITH COLOR MATCHED NON-SHRINK GROUT.

8.16.1.3 TYPE W-3

1. ALL SNAP-TIE HOLES SHALL BE PLUGGED WITH NON-SHRINK, NON-METALLIC GROUT THAT HAS BEEN APPROVED BY ENGINEER. GRIND OFF ALL PROJECTIONS, FINS, AND ROUGH SPOTS. REPAIR ALL DEFECTS AS PER TYPE W-2. APPLY A CEMENTITIOUS COATING PER SECTION 09900 – PROTECTIVE COATINGS AS SCHEDULED ON THE DRAWINGS, OR AS SPECIFIED IN OTHER SECTIONS.

8.16.2 CONCRETE SLAB FINISHES

8.16.2.1 GENERAL

1. THE EXCESSIVE USE OF "JITTERBUGS" OR OTHER SPECIAL TOOLS DESIGNED FOR THE PURPOSE OF FORCING THE COARSE AGGREGATE AWAY FROM THE SURFACE AND ALLOWING A LAYER OF MORTAR TO ACCUMULATE WILL NOT BE PERMITTED ON ANY SLAB FINISH. THE DUSTING OF SURFACES WITH DRY MATERIALS WILL NOT BE PERMITTED. SLABS AND FLOORS SHALL BE THOROUGHLY COMPLETED BY VIBRATION. ALL EDGES OF SLABS AND TOPS OF WALLS SHALL BE ROUNDED OFF WITH A STEEL EDGING TOOL, EXCEPT WHERE A CHAMFERED EDGE IS INDICATED ON THE DRAWINGS. STEEL EDGING TOOL RADIUS SHALL BE 1/4-INCH FOR ALL SLABS SUBJECT TO WHEELED TRAFFIC.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

SPECIFICATIONS (SHEET 2)

2021B-006
DWG NO. 09
SHEET G-09
OF 39
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-08-SPECS.dwg; Plotted @: 4/13/2021 9:49:18 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

8.16.2 CONCRETE SLAB FINISHES

8.16.2.2 TYPE S-1 (STEEL TROWELED FINISH)

1. FINISH BY SCREEDING AND FLOATING WITH STRAIGHTEDGES TO BRING THE SURFACES TO THE REQUIRED FINISH ELEVATION SHOWN ON THE DRAWINGS. WHILE THE CONCRETE IS STILL GREEN, BUT SUFFICIENTLY HARDENED TO BEAR A PERSON'S WEIGHT WITHOUT DEEP IMPRINT, IT SHALL BE WOOD FLOATED TO A TRUE, EVEN PLANE WITH NO COARSE AGGREGATE VISIBLE. SUFFICIENT PRESSURE SHALL BE USED ON THE WOOD FLOATS TO BRING MOISTURE TO THE SURFACE. AFTER SURFACE MOISTURE HAS DISAPPEARED, THE CONCRETE SHALL BE HAND TROWELED TO PRODUCE A SMOOTH, IMPERVIOUS SURFACE, FREE FROM TROWEL MARKS. AN ADDITIONAL TROWELING SHALL BE GIVEN THE SURFACE FOR THE Pco
2. URPOSE OF BURNISHING. THE FINAL TROWELING SHALL PRODUCE A RINGING SOUND FROM THE TROWEL. DRY CEMENT OR ADDITIONAL WATER SHALL NOT BE USED IN TROWELING, NOR WILL EXCESSIVE TROWELING BE PERMITTED.
3. THE SLAB FINISH TOLERANCES AND SLOPE TOLERANCES AND/OR REPAIRS SHALL BE AS HEREINBEFORE SPECIFIED. FLOOR FLATNESS MEASUREMENTS WILL BE MADE THE DAY AFTER A CONCRETE FLOOR IS FINISHED AND BEFORE THE SHORING IS REMOVED, IN ORDER TO ELIMINATE ANY EFFECTS OF SHRINKAGE, CURLING, AND DEFLECTION. THE 10-FOOT LONG STRAIGHTEDGE SHALL BE SUPPORTED AT EACH END WITH STEEL GAUGE BLOCKS WHOSE THICKNESS ARE EQUAL TO SPECIFIED TOLERANCE. FLOOR SURFACE SHALL NOT HAVE CROWNS SO HIGH AS TO PREVENT 10-FOOT STRAIGHTEDGE FROM RESTING ON THESE TWO END BLOCKS, NOR LOW SPOTS SO LOW THAT A THIRD BLOCK OF TWICE THE TOLERANCE IN THICKNESS CAN EASILY PASS UNDER THE SUPPORTED 10-FOOT STRAIGHTEDGE.
4. COMPLIANCE WITH THE DESIGNATED LIMITS IN FOUR OF FIVE CONSECUTIVE MEASUREMENTS SHOULD GENERALLY BE SATISFACTORY UNLESS OBVIOUS FAULTS ARE OBSERVED. A CHECK FOR ADEQUATE SLOPE AND DRAINAGE WILL ALSO BE MADE TO CONFIRM COMPLIANCE WITH THESE SPECIFICATIONS.

8.16.2.3 TYPE S-2 (WOOD FLOAT FINISH)

1. SLABS TO RECEIVE FILL AND MORTAR SETTING BEDS SHALL BE FINISHED BY SCREEDING WITH STRAIGHTEDGES TO BRING THE SURFACE TO THE REQUIRED FINISH PLANE. SLAB SHALL BE WOOD FLOATED TO COMPACT AND SEAL SURFACE. ALL LAITANCE SHALL BE REMOVED AND THE SURFACE LEFT CLEAN. SUBJECT TO APPROVAL OF THE ENGINEER, AN ACCEPTABLE AGGREGATE REVEALING MATERIAL MAY BE USED AND LAITANCE WASHED OFF WHEN CONCRETE HAS SET.

8.16.2.4 TYPE S-3 (UNDERSIDE OF ELEVATED SLAB)

1. WHEN FORMING IS REMOVED, THE UNDERSIDE OF SLAB SHALL HAVE ALL PROJECTION GROUND OFF, ALL ROCK POCKETS AND HONEYCOMB AREA DEFECTS REPAIRED.

8.16.2.5 TYPE S-4 (EXTERIOR BROOMED FINISH)

1. FINISH CONCRETE AS SPECIFIED FOR TYPE S-1 FLOOR FINISH ABOVE, EXCEPT THE FINAL TROWELING SHALL BE OMITTED AND THE SURFACE SHALL BE FINISHED BY DRAWING A FINE-HAIR BROOM LIGHTLY ACROSS THE SURFACE. ALL BROOMING SHALL BE IN THE SAME DIRECTION AND PARALLEL TO EXPANSION JOINTS, OR, IN THE CASE OF INCLINED SLABS, PERPENDICULAR TO THE SLOPE, EXCEPT FOR A ROUND ROOF SLAB, BROOM SURFACE IN RADIAL DIRECTION.

8.12.2.6 TYPE S-6 (POWER MACHINE FINISH)

1. IN LIEU OF HAND FINISHING, THE CONTRACTOR MAY USE AN APPROVED POWER MACHINE FOR FINISHING CONCRETE FLOORS AND SLABS IN ACCORDANCE WITH THE DIRECTIONS OF THE MACHINE MANUFACTURER AND AS APPROVED BY THE ENGINEER. THE USE OF A POWER MACHINE WILL NOT BE ALLOWED WHEN THE CONCRETE HAS NOT ATTAINED THE NECESSARY SET TO ALLOW FINISHING WITHOUT INTRODUCING HIGH AND LOW SPOTS IN THE SLAB. THE FIRST STEEL TROWELING FOR SLAB TYPE S-1 FINISH SHOULD BE DONE BY HAND.

8.16.3 BEAM AND COLUMN FINISHES

8.16.3.1 TYPE B-1

1. KNOCK OFF ALL FINS AND PROJECTIONS. REPAIR ALL ROCK POCKETS AND HONEYCOMB AREAS.

8.16.3.2 TYPE B-2

1. BEAMS SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS.

8.16.3.3 TYPE B-3

1. BEAMS SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS. FILL ALL AIR VOIDS. APPLY FINISHES AS SCHEDULED ON THE DRAWINGS.

8.16.3.4 TYPE C-1

1. KNOCK OFF ALL FINS AND PROJECTIONS. REPAIR ALL ROCK POCKETS AND HONEYCOMB AREAS.

8.16.3.5 TYPE C-2

1. COLUMN SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS.

8.16.3.6 TYPE C-3

1. COLUMN SHALL BE GROUND TO REMOVE ALL FORM MARKS. REPAIR ALL ROCK POCKETS. FILL ALL AIR POCKETS. APPLY FINISHES AS SCHEDULED ON THE DRAWINGS.

9.0 STEEL DOOR

9.1 STEEL DOOR AND FRAME

9.1.1 780 SERIES DOOR CONSTRUCTION – WATER RESISTANT DOOR, AS MANUFACTURED BY CURRIES ASSA ABLOY, OR EQUAL.

9.1.2 LOCK SET AND HINGE PREPARATION BY DOOR MANUFACTURER.

9.1.3 DOOR AND FRAME SHALL BE FACTORY PRIMED WITH EPOXY.

9.1.4 MANUFACTURER'S MIAMI-DADE NOA OR FLORIDA STATEWIDE APPROVAL DOCUMENTATION PER BUILDING CODE SHALL BE SUBMITTED WITH THE SHOP DRAWINGS, FOR ALL EXTERIOR DOORS.

9.2 DOOR HARDWARE

9.2.1 HINGES

9.2.1.1 MCKINNEY MANUFACTURING COMPANY, OR EQUAL.

9.2.1.2 MINIMUM NUMBER OF HINGES PER DOOR LEAF, BASED ON HEIGHT OF DOOR:

| | |
|---|---|
| 5'-1" TO 7'-7" | 3 PAIRS |
| 7'-7" TO 10'-0" | 4 PAIRS |

ACTUAL NUMBER OF HINGES REQUIRED SHALL BE AS PER DOOR MANUFACTURER'S SUBMITTED WIND LOAD CALCULATIONS OR PRODUCT APPROVED DOCUMENTATION.

9.2.1.3 MINIMUM HEIGHT OF HINGES, BASED ON WIDTH OF DOOR:

| | |
|---|---|
| UP TO 3'-0" | 4-1/2" |
| 3'-1" TO 4-0" | 5" |

9.2.1.4 EXTERIOR HINGES SHALL HAVE NONREMOVABLE PINS.

9.2.1.5 HINGE LEAVES SHALL BE PARALLEL AND JOINT TOLERANCE SHALL BE 0.012 INCH MAXIMUM, GAUGED IN CLOSED POSITION.

9.2.1.6 MATERIAL: ANSI A5112 STAINLESS STEEL

| HINGE SIZE | MATERIAL GAUGE |
|---|---|
| 4-1/2" | .134 |
| 5" | .134 |

9.2.1.7 FINISH: SATIN STAINLESS STEEL, NO. 630

9.2.1.8 HINGE TYPES:

H1: FIVE KNUCKLE, STANDARD WEIGHT, TWO BALL RACES, FULL MORTISE, MCKINNEY TA2314.

9.2.2 LOCKS AND LATCH SETS

9.2.2.1 LOCK AND LATCH SETS SHALL BE AL-SERIES, SATURN DESIGN, MANUFACTURED BY SCHLAGE LOCK COMPANY.

9.2.2.2 STRIKES SHALL HAVE LIP DIMENSIONS TO FIT CONFIGURATION OF TRIM. SAME FINISH AS LOCK AND LATCH SET.

9.2.2.3 BACKSET: TWO-AND-THREE-FOURTHS (3-3/4") INCHES, EXCEPT AS NOTED.

9.2.2.4 FINISH: SATIN CHROMIUM PLATED, NO. 626.

9.2.2.5 LOCK AND LATCH TYPES:

| ID TYPE | DESCRIPTION | ANSI FUNCTION | SCHLAGE PRODUCT |
|---|---|---|---|
| L1 | LOCKSET, ENTRANCE LOCK | F109 | AL53PD |

9.2.2.6 CORES (BY OWNER) SHALL BE SMALL FORMAT (BEST STYLE), INTERCHANGEABLE CORE, 6-PIN OR 7-PIN. CYLINDERS AND CORES SHALL BE PROVIDED AND INSTALLED BY CONTRACTOR.

9.2.3 CLOSERS

9.2.3.1 LCN CLOSERS, OR EQUAL

9.2.3.2 SIZE CLOSERS IN ACCORDANCE WITH MANUFACTURER'S STANDARDS. MOUNT CLOSERS ON ACTIVE LEAF ONLY, UNLESS NOTED OTHERWISE. PROVIDE HOLD OPEN OPTION.

9.2.3.3 FINISH: SATIN CHROMIUM-PLATED, NO. 652.

9.2.3.4 CLOSER TYPES:

| | |
|---|---|
| C1 PARALLEL ARM | LCN-1460H-TB-AL |
| C2 PARALLEL ARM | LCN-1461H-TB-AL |

10.0 ALUMINUM STAIRS AND LANDING

10.1 ALUMINUM STRUCTURAL SHAPES

10.1.1 ALLOY 6061-T6; CONFORM TO REFERENCED SPECIFICATIONS AND ASTM SECTIONS FOUND IN THE ALUMINUM ASSOCIATION CURRENT CONSTRUCTION MANUAL SERIES.

10.2 ALUMINUM GRATING

10.2.1 GRATING SHALL BE FABRICATED OF ALUMINUM I-SHAPED BARS, ALLOY 6063-T6, WITH SWAGED CROSS BARS SPACED ON 4" CENTERS. BEARING BARS SHALL BE SPACED ON 1-3/16" CENTERS. TOP SURFACE OF BEARING BARS SHALL BE STRIATED TO PROVIDE A NONSLIP SURFACE.

10.2.2 GRATING SHALL SUPPORT A UNIFORM LOAD OF 200 PUNDS PER SQUARE FOOT WITH A DEFLECTION OF NOT MORE THAN 1/4". MAXIMUM FIBER STRESS SHALL NOT EXCEED THAT ALLOWED BY THE ALUMINUM ASSOCIATION. MINIMUM DEPTH SHALL BE AS NOTED ON DRAWINGS.

10.2.3 GRATINGS SHALL BE PROVIDED WITH ALL FRAMES, SEAT ANGLES, FASTENERS, OTHER APPROPRIATE ACCESSORIES AS REQUIRED. METALS TO BE EMBEDDED IN CONCRETE SHALL BE TYPE 316 STAINLESS STEEL.

10.2.4 CUTOUTS FOR ALL CIRCULAR OR SQUARE OBSTRUCTIONS TO BE AT LEAST 2" LARGER THAN THE OBSTRUCTION. ALL CUT OPENINGS SHALL BE BANDED WITH BAR THE SAME DEPTH AS THE BEARING BARS. THE ENDS OF ALL GRATING SHALL BE BANDED.

10.2.5 FASTENERS FOR ANCHORING GRATING TO BEAM AND CHANNEL FLANGES SHALL BE STAINLESS STEEL, UNIVERSAL CLIP TYPE WITH 1/4-INCH TYPE 304 OR 316 STAINLESS STEEL BOLTS AND NUTS. FASTENERS SHALL BE FURNISHED FOR A MINIMUM SPACING OF FOUR FEET, OR AS REQUIRED, FOR PROPER SUPPORT TO EACH PANEL, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

10.2.6 STANDARD INSTALLATION CLEARANCES AND TOLERANCES SHALL CONFORM TO THE REQUIREMENTS OF THE CURRENT METAL BAR GRATING MANUAL PUBLISHED BY THE NATIONAL ASSOCIATION OF ARCHITECTURAL METAL MANUFACTURERS.

10.2.7 WIDTH OF ANY SINGLE GRATING SECTION SHALL NOT EXCEED 3'-1", BE LESS THAN 2'-0" UNLESS OTHERWISE SHOWN ON REVIEWED SHOP DRAWINGS.

10.2.8 ALL SUPPORT ANGLES AND FRAMING SHALL BE PROVIDED BY THE GRATING MANUFACTURER. SUPPORT ANGLES AND FRAMING SHALL BE OF THE SIZE AND MATERIALS AS INDICATED ON THE DRAWINGS AND AS SPECIFIED HEREIN.

10.2.9 ALUMINUM GRATING SHALL BE AS MANUFACTURED BY MCNICHOLS, INC. OR ENGINEER APPROVED EQUIVALENT.

10.3 STAIR TREADS (ALUMINUM)

10.3.1 STAIR TREADS SHALL BE MCNICHOLS ALUMINUM (6063-T6) 1-1/2" X 3/16" BAR-GAL-150 OR ENGINEER APPROVED EQUIVALENT.

10.4 HANDRAILS (ALUMINUM)

10.4.1 ALUMINUM PREFABRICATED OR PRE-ENGINEERED HANDRAIL AND STAIR RAILING SYSTEMS SHALL BE AS MANUFACTURED BY TUTTLE ALUMINUM AND BRONZE, INC., THOMPSON FABRICATING COMPANY, INC., DIXIE METAL PRODUCTS, INC., FSI INDUSTRIES, CAPITOL STEEL INDUSTRIES, OR EQUAL.

10.4.2 PROVIDE ALUMINUM TOEBOARD FOUR INCHES HIGH BY 1/4-INCH TYPICAL UNLESS SPECIFICALLY DELETED ON THE DRAWINGS.

10.4.3 ALUMINUM: EXTRUDED ALLOY 6063, TEMPER T6, SCHEDULE 40, 1-1/2-INCH IPS (1.90-INCH OUTSIDE DIAMETER, 0.145-INCH WALL THICKNESS) MINIMUM.

10.4.4 FITTINGS SHALL BE FABRICATED FORM MATERIAL SIMILAR TO THE RAILINGS. ELBOWS, FLANGES, SLEEVES, AND SIMILAR ITEMS SHALL BE SET SCREW, OR BOLTED TYPE. ALL CONNECTIONS SHALL BE THE CONTINUOUS DIAMETER TYPE FOR SMOOTH APPEARANCE AND TO PERMIT CONTINUOUS SLIDING OF HANDS.

10.4.5 TYPES AND SIZES AS SHOWN OR AS REQUIRED BY RAILING MANUFACTURER. ALL FASTENERS FOR ALUMINUM SHALL BE 304 OR 316 STAINLESS STEEL. FASTENERS NOT INDICATED SHALL SHALL BE OF A TYPE APPLICABLE TO THE INSTALLATION AND SHALL DEVELOP THE STRENGTHS REQUIRED.

10.4.6 ALUMINUM: PROVIDE AN AA CLEAR, ANODIZED, R201 FINISH ON EXPOSED SURFACES.

10.5 FASTENERS AND HARDWARE

10.5.1 ADHESIVE ANCHORS

10.5.1.1 ADHESIVE ANCHORS SHALL BE THREADED ROD ANCHORS WITH 316 STAINLESS STEEL RODS, NUTS, AND WASHERS. EPOXY SHALL BE ATC HS-ICC OR ENGINEER APPROVED EQUIVALENT.

10.5.1.2 ADHESIVE ANCHORS SHALL BE USED FOR ANCHORING ALL METAL COMPONENTS AT OR BELOW A POINT 1 FOOT 6 INCHES ABOVE THE PEAK (MAXIMUM) WATER SURFACE ELEVATIONS IN WATER-HOLDING STRUCTURES. FOR EMBEDDED ANCHORS REFER TO STAINLESS STEEL ANCHORS AS HEREINBEFORE SPECIFIED.

11.0 ROOFING MATERIALS

11.1 AUXILIARY MATERIALS

11.1.1 GENERAL: FURNISH AUXILIARY MATERIALS RECOMMENDED BY ROOFING SYSTEM MANUFACTURER FOR INTENDED USE AND COMPATIBLE WITH MEMBRANE ROOFING MATERIAL.

1. FURNISH LIQUID-TYPE AUXILIARY MATERIALS THAT MEET VOC LIMITS OF AUTHORITIES HAVING JURISDICTION.
2. AUXILIARY MATERIALS MUST MEET PRODUCT APPROVAL REQUIREMENTS AND/OR ACCOMPANYING ENGINEERING CALCULATIONS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

SPECIFICATIONS (SHEET 3)

2021B-006

DWG NO. 10 OF 39
SHEET G-10
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-08-SPECS.dwg; Plotted @: 4/13/2021 11:23:07 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

11.0 ROOFING MATERIALS

11.1 AUXILIARY MATERIALS

11.1.2 SHEET FLASHING: MANUFACTURER'S STANDARD SHEET FLASHING OF THE SAME MATERIAL, TYPE, THICKNESS, AND COLOR AS SHEET MEMBRANE. FLASHINGS SHALL BE FACTORY FABRICATED TO EACH PENETRATION SIZE, PER MANUFACTURER'S STANDARD DETAILS.

11.1.3 BONDING ADHESIVE: MANUFACTURER'S STANDARD BONDING ADHESIVE.

11.1.4 SLIP SHEET: MANUFACTURE'S RECOMMENDED SLIP-SHEET OF TYPE REQUIRED FOR APPLICATION.

11.1.5 TERMINATION BARS: MANUFACTURER'S STANDARD BARS, APPROXIMATELY 1 TO 1.5 INCHES WIDE, FORMED, AND PREPUNCHED.

11.1.6 METAL BATTENS: MANUFACTURER'S STANDARD ALUMINUM-ZINC-ALLOY-COATED OR ZINC-COATED STEEL SHEET, APPROXIMATELY 1-INCH WIDE BY 0.05-INCH THICK, PREPUNCHED.

11.1.7 FASTENERS: FACTORY-COATED STEEL FASTENERS AND METAL OR PLASTIC PLATES MEETING CORROSION-RESISTANCE PROVISION OF FM4470, DESIGNED FOR FASTENING SHEET TO SUBSTRATE, AND ACCEPTABLE TO ROOFING SYSTEM MANUFACTURER.

11.1.8 MISCELLANEOUS ACCESSORIES: PROVIDE POURABLE SEALERS, PREFORMED PIPE SHEET FLASHINGS, PREFORMED INSIDE AND OUTSIDE CORNER SHEET FLASHINGS, T-JOINT COVERS, SEAM CAULK, TERMINATION REGLETS, PITCH PANS, AND OTHER ACCESSORIES RECOMMENDED BY ROOFING MANUFACTURER FOR INTENDED USE. THESE ACCESSORIES ARE TO BE COVERED BY THE ROOFING SYSTEMS MANUFACTURER'S SYSTEM WARRANTY FOR THE WARRANTY PERIOD.

11.2 VAPOR RETARDER

11.2.1 POLYETHYLENE VAPOR RETARDER: ASTM D4397, 6 MILS THICK, MINIMUM, WITH MAXIMUM PERMEANCE RATING OF 0.13 PERM.

1. VAPOR RETARDED TAPE: PRESSURE-SENSITIVE TAPE OF TYPE RECOMMENDED BY VAPOR RETARDER MANUFACTURER FOR SEALING JOINTS AND PENETRATIONS IN VAPOR RERTARDER.

2. ADHESIVE: MANUFACTURER'S STANDARD ROOFING ADHESIVE, FM APPROVED FOR VAPOR RETARDED APPLICATION.

11.2.2 PROVIDE IF NOTED ON DRAWINGS.

11.3 WALKWAYS

11.3.1 WALKWAY PADS: FACTORY-FORMED, NONPOROUS, HEAVY-DUTY, SLIP-RESISTANT, SURFACE-TEXTURED WALKWAY PADS, APPROXIMATELY 1/8-INCH THICK, MINIMUM, OF MATERIALS ACCEPTABLE TO ROOFING SYSTEM MANUFACTURER.

11.4 ROOF INSULATORS

11.4.1 POLYISOCYANURATE INSULATION AS MANUFACTURED BY ENERGY SOLUTIONS INSULATION, INC. (ESI, INC.), OR EQUAL.

11.4.2 PANELS SHALL BE TAPERED AND MINIMUM THICKNESS AS INDICATED ON DRAWINGS AND SHALL BE SUITABLE FOR MECHANICAL ATTACHMENT.

11.4.3 MINIMUM STANDARD SIZE SHALL BE 4' X 4' BOARDS.

11.5 INSTALLATION ACCESSORIES

11.5.1 GENERAL: FURNISH ROOF INSULATION ACCESSORIES RECOMMENDED BY INSULATION MANUFACTURER FOR INTENDED USE AND COMPATIBLE WITH SHEET ROOFING MATERIAL.

11.5.2 FASTENERS: FACTORY-COATED STEEL FASTENERS AND METAL OR PLASTIC PLATES MEETING CORROSION-RESISTANCE PROVISION OF FM4470, DESIGNED FOR FASTENING SHEET TO SUBSTRATE, AND ACCEPTABLE TO ROOFING SYSTEM MANUFACTURER.

12.0 VACUUM STATION COMPONENTS

12.1 WARRANTY

12.1.1 THE VACUUM SYSTEM MANUFACTURER AND CONTRACTOR SHALL WARRANT THE VACUUM SEWER INSTALLATION BEING SUPPLIED TO THE OWNER AGAINST ALL DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF TWO (2) YEARS. WARRANTY PERIOD SHALL COMMENCE ON SUBSTANTIAL COMPLETION DATE AS OUTLINED IN THE GENERAL CONDITIONS. WARRANTIES FOR ALL MATERIALS INSTALLED UNDER THIS CONTRACT SHALL RUN CONCURRENTLY.

12.1.2 THE MANUFACTURER'S WARRANTY PERIOD SHALL RUN CONCURRENTLY WITH THE CONTRACTOR'S WARRANTY PERIOD. NO EXCEPTION TO THIS PROVISION SHALL BE ALLOWED. IF THE EQUIPMENT REMAINS IN STORAGE AT THE JOBSITE FOR LONGER THAN SIX (6) MONTHS, BEFORE INSTALLATION, THE OWNER SHALL PROVIDE FACTORY SERVICE PERSONNEL FOR A COMPLETE INSPECTION OF THE EQUIPMENT. ANY WORK NECESSARY TO RESTORE THE EQUIPMENT TO AN "AS SHIPPED" CONDITION WILL BE THE RESPONSIBILITY OF THE OWNER.

12.2 VACUUM MAIN LINES AND LATERALS (PVC)

12.2.1 PVC VACUUM PIPE SHALL CONFORM TO THE REQUIREMENTS OF ASTM D-2241, LATEST REVISION. PVC PRESSURE PIPE SHALL BE MADE FROM CLASS 12454-B VIRGIN COMPOUNDS AS DEFINED IN ASTM D1784. PIPE SHALL HAVE A MINIMUM WALL THICKNESS OF DR SERIES 21.

12.2.2 PIPE FOR VACUUM SEWER SERVICE SHALL BE GREEN.

12.2.3 JOINTS FOR PVC PRESSURE PIPE SHALL BE ACCOMPLISHED BY A FACTORY FABRICATED, CONTINUOUS, FLEXIBLE RUBBER COMPRESSION GASKET PERMANENTLY ATTACHED TO THE BELL OF THE PIPE. GASKET SHALL BE REIBER TYPE (LOCKED IN).

12.2.4 JOINT GASKETS SHALL MEET THE REQUIREMENTS OF ASTM D-3139. PIPE MUST BE CERTIFIED BY MANUFACTURER THAT PIPE AND GASKET WILL OPERATE AT 22 INCHES OF MERCURY VACUUM AND WITHSTAND A VACUUM TEST AT 22 INCHES OF MERCURY WITH NO LEAKAGE OVER A ONE HOUR PERIOD PER ASTM D-3139, PARAGRAPH 6.1.2.

12.2.5 PVC PIPE SHALL BE AS MANUFACTURED BY CERTAINTEED, JOHNS-MANVILLE, DIAMOND PLASTIC OR EQUAL.

12.3 VACUUM FITTINGS (3-INCH DIAMETER AND SMALLER)

12.3.1 FITTINGS SHALL BE PVC SCHEDULE 40 PIPE FITTINGS (FOR SOLVENT CEMENT JOINTS) MANUFACTURED FROM A PVC COMPOUND HAVING A CELL CLASSIFICATION OF 12454 CONFORMING TO ASTM D-1784. ALL PVC SCHEDULE 40 FITTINGS SHALL BE INJECTION MOLDED IN ACCORDANCE WITH ASTM D-2466 WITH THE EXCEPTION OF WYE FITTINGS. THESE WYE FITTINGS MAY BE FABRICATED ON THE CONDITION THAT FITTING DIMENSIONS SHALL NOT DEVIATE SIGNIFICANTLY FROM FITTING DIMENSIONS SHOWN ON THE STANDARD DETAILS. WYE FITTING SOCKETS SHALL BE MADE IN ACCORDANCE WITH ASTM D-2466.

12.3.2 SOLVENT CEMENT: ASTM E-2564, PRIMER AND CEMENT SHALL NOT BE SAME COLOR.

12.3.3 A WRITTEN CERTIFICATION IS REQUIRED FROM THE MANUFACTURER THAT THESE FITTINGS ARE SUITABLE FOR OPERATION IN A VACUUM OF 24 INCHES OF MERCURY AND THAT THE FITTINGS HAVE BEEN TESTED AT A MINIMUM OF 24 INCHES OF MERCURY VACUUM WITH A LEAK RATE NOT EXCEEDING 1% PER HOUR FOR (4) FOUR TESTS.

12.3.4 FITTINGS SHALL BE AS MANUFACTURED BY SPEARS MANUFACTURING COMPANY, OR EQUAL.

12.4 VACUUM FITTINGS (4-INCH DIAMETER AND LARGER)

12.4.1 ALL FITTINGS FOR 4" THROUGH 12" IPS PIPE SHALL BE ONE-PIECE INJECTION MOLDED OR FABRICATED FROM A PVC COMPOUND THAT MEETS THE REQUIREMENTS OF ASTM D1784. FITTINGS SHALL BE CLASS 200 AND CONFORM TO THE REQUIREMENTS OF DR21. SOLVENT WELD OR GASKET-END FITTINGS ARE OPTION OF USER. SOLVENT WELD BELLS SHALL MEET THE REQUIREMENTS OF ASTM D212 AND ASTM D2241. GASKET BELLS SHALL CONFORM TO ASTM D3139 WITH GASKETS CONFORMING TO ASTM F477. GASKETS SHALL BE LOCK-IN REIBER STYLE. ALL FITTINGS SHALL BE MADE FROM NSF-APPROVED MATERIAL.

12.4.2 ALL GLUED FITTINGS COMPONENTS SHALL BE ASSEMBLED UNDER FACTORY CONDITION.

12.4.3 GASKETED FITTINGS SHALL BE FACTORY TESTED TO A VACUUM PRESSURE OF 28 INCHES OF MERCURY.

12.4.4 A WRITTEN CERTIFICATION IS REQUIRED FROM THE MANUFACTURER THAT THESE FITTINGS ARE SUITABLE FOR OPERATION IN A VACUUM OF 24 INCHES OF MERCURY AND THAT THE FITTINGS HAVE BEEN TESTED AT A MINIMUM OF 24 INCHES OF MERCURY VACUUM WITH A LEAK RATE NOT EXCEEDING 1% PER HOUR FOR (4) FOUR TESTS.

12.4.5 FITTINGS SHALL BE AS MANUFACTURED BY HARRINGTON CORPORATION (HARCO), SPECIFIED FITTINGS, INC., OR EQUAL.

12.5 VACUUM PUMPS

12.5.1 TWO (2) BUSCH MINK VACUUM PUMPS, MODEL MM 1252.AVZ6.11XZ, 165 CFM COMPLETE WITH 7.5 HP, TEFC, 480V, 3PH MARATHON, BUSCH'S STANDARD MOTORS, AND INLET FILTER AND SPARE PARTS.

12.5.2 THE VACUUM PUMP SHALL BE DRIVEN DIRECTLY BY A 7.5 HORSEPOWER STANDARD C-FACE, F2 ASSEMBLY, TEFC ELECTRIC MOTOR THROUGH A SHAFT COUPLING. NO BELT DRIVES SHALL BE USED. AT NO TIME SHALL MOTOR HORSEPOWER EXCEED NAMEPLATE RATINGS. PUMPS SHALL BE AIR-COOLED WITH ABSOLUTELY NO WATER REQUIREMENTS. PUMP SHALL HAVE AN END (ULTIMATE) VACUUM OF 24" Hg. (150 TORR) MINIMUM AT SEA LEVEL (29.92 Hg BAROMETER). PUMP SHALL BE CAPABLE OF CONTINUOUS OPERATION.

12.5.3 THE MODEL 1252.AVZ6.11XZ VACUUM PUMP SHALL INCLUDE A 460 VOLT, 60 Hz, 3 PHASE, NEMA MOTOR.

12.5.4 PUMP SHALL HAVE A BUILT-IN ANTI-SUCK-BACK VALVE MOUNTED AT THE PUMP INLET.

12.5.5 VACUUM PUMP SHALL BE DRY RUNNING-NO SEALING OR LUBRICATING OIL SHALL BE REQUIRED IN THE PUMPING CHAMBER.

12.5.6 ENTIRE PUMP, MOTOR, AND EXHAUST BOX SHALL BE SHIPPED AS ONE FACTORY ASSEMBLED AND TESTED UNIT MOUNTED ON VIBRATION ISOLATORS AND SHALL BE MOUNTED ON THE VACUUM STATION SKID AS SHOWN ON THE DRAWINGS.

12.5.7 EACH PUMP AND MOTOR SHALL BE FITTED WITH A NAME PLATE INDICATING MODEL, SERIAL NUMBER, HORSEPOWER, VOLTAGES, AMPERAGES, SPEED, EFFICIENCY, INSULATION TYPE, FRAME NUMBER, AND LOCKED ROTOR CURRENT.

12.5.8 BUSCH PROPRIETARY AQUA COATING SHALL BE APPLIED ON INTERNAL WETTED COMPONENTS.

12.5.9 VACUUM PUMP SHALL INCLUDE ACOUSTIC ENCLOSURE, VIBRATION ISOLATORS, VACUUM RELIEF VALVE, INTERNAL DISCHARGE SILENCER, INITIAL CHARGE OF GEAR OIL.

12.5.10 A VACUUM RELIEF VALVE SHALL BE INCLUDED.

12.6 BUTTERFLY VALVES

12.6.1 TWO (2) – 2" BUTTERFLY VALVES, CAST IRON BODY, STAINLESS STEEL STEM, DUCTILE IRON DISC (NYLON 11 COATED), COMPLETE WITH LEVER FACTORY INSTALLED ON THE VACUUM PUMP INLET PIPING.

12.6.2 BUTTERFLY VALVES SHALL BE SERIES 31 AS MANUFACTURED BY BRAY CONTROLS OR EQUAL.

12.7 CHECK VALVES

12.7.1 TWO (2) – 2" CHECK VALVES, ASTM A-536 GRADE 65-45-12 DUCTILE IRON BODY, FULLY BUNA-N ENCAPSULATED STEEL DISC, 45° NON-SLAM SEAT, AND DUCTILE IRON BONNET.

12.7.2 CHECK VALVES SHALL BE RD – SERIES AS MANUFACTURED BY HENRY PRATT COMPANY OR EQUAL.

12.8 FILTER CANISTER

12.8.1 TWO (2) – 3" LIQUID SEPARATOR FILTERS, SHATTER RESISTANT, SEE THROUGH POLYCARBONATE BUCKET, CORROSION RESISTANT ALUMINUM HEAD, 50 MESH 304SS SEPARATOR SCREEN, STAINLESS STEEL FLOAT BALL, STAINLESS STEEL TORSION CLIPS, 3/4" FPT DRAIN.

TEMPERATURE RATINGS: COMPLETE ASSEMBLY MAF: 220° F
SEE-THROUGH BUCKET MAF: 290° F

12.8.2 FILTER CANISTER SHALL BE STS SERIES AS MANUFACTURED BY SOLBERG OR EQUAL.

13.0 TEMPORARY VACUUM BYPASS PUMPING SYSTEM

13.1 WORK INCLUDED

13.1.1 UNDER THIS ITEM THE CONTRACTOR IS REQUIRED TO FURNISH ALL MATERIALS, LABOR, EQUIPMENT, POWER, MAINTENANCE, ETC. TO IMPLEMENT A TEMPORARY PUMPING SYSTEM FOR THE PURPOSE OF DIVERTING THE EXISTING FLOW AROUND THE WORK AREA FOR THE DURATION OF THE PROJECT OR OTHER REQUIRED DURATION.

13.1.2 THE DESIGN, INSTALLATION, AND OPERATION OF THE TEMPORARY PUMPING SYSTEM SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL EMPLOY THE SERVICES OF A VENDOR WHO CAN DEMONSTRATE TO THE ENGINEER THAT THE VENDOR SPECIALIZES IN THE DESIGN AND OPERATION OF TEMPORARY BYPASS PUMPING SYSTEMS. THE BYPASS SYSTEM SHALL MEET THE REQUIREMENTS OF ALL CODES AND REGULATORY AGENCIES HAVING JURISDICTION.

13.2 TEMPORARY BYPASS VACUUM PUMPING

13.2.1 CONTRACTOR SHALL BE RESPONSIBLE FOR TEMPORARY BYPASS VACUUM PUMPING AS REQUIRED TO PROPERLY COMPLETE THE WORK.

13.2.2 THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER DETAILED PLANS AND DESCRIPTIONS OUTLINING ALL PROVISIONS AND PRECAUTIONS TO BE TAKEN BY THE CONTRACTOR REGARDING THE HANDLING OF EXISTING WASTEWATER FLOWS. THIS PLAN MUST BE SPECIFIC AND COMPLETE, INCLUDING SUCH ITEMS AS SCHEDULES, LOCATIONS, ELEVATIONS, CAPACITIES OF EQUIPMENT, MATERIALS AND ALL OTHER INCIDENTAL ITEMS NECESSARY AND/OR REQUIRED TO INSURE PROPER PROTECTION OF THE FACILITIES, INCLUDING PROTECTION OF THE ACCESS AND BYPASS PUMPING LOCATIONS FROM DAMAGE DUE TO THE DISCHARGE FLOWS, AND COMPLIANCE WITH THE REQUIREMENTS AND PERMIT CONDITIONS SPECIFIED IN THESE CONTRACT DOCUMENTS. NO BYPASS OPERATION SHALL BEGIN UNTIL ALL PROVISIONS AND REQUIREMENTS HAVE BEEN REVIEWED/APPROVED BY THE ENGINEER.

13.2.3 BYPASS PLANS MUST BE APPROVED BY ENGINEER AND OWNER A MINIMUM OF TWO (2) WEEKS PRIOR TO IMPLEMENTATION.

13.2.4 IT IS ESSENTIAL TO THE OPERATION OF THE EXISTING SYSTEM THAT THERE BE NO INTERRUPTION IN THE FLOW THROUGHOUT THE DURATION OF THE PROJECT. TO THIS END, THE CONTRACTOR SHALL PROVIDE, MAINTAIN AND OPERATE ALL TEMPORARY FACILITIES SUCH AS DAMS, PLUGS, PUMPING EQUIPMENT (BOTH PRIMARY AND BACK UP UNITS AS REQUIRED), CONDUITS, ALL NECESSARY POWER, AND ALL OTHER LABOR AND EQUIPMENT NECESSARY TO INTERCEPT THE FLOW BEFORE IT REACHES THE POINT WHERE IT WOULD INTERFERE WITH THE WORK, CARRY IT PAST THE WORK AND RETURN IT TO THE EXISTING SYSTEM DOWNSTREAM OF THE WORK.

13.2.5 THE DESIGN, INSTALLATION AND OPERATION OF THE TEMPORARY PUMPING SYSTEM SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE BYPASS SYSTEM SHALL MEET THE REQUIREMENTS OF ALL CODES AND REGULATORY AGENCIES HAVING JURISDICTION.

13.2.6 THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEANS TO SAFELY CONVEY THE FLOW PAST THE WORK AREA. THE CONTRACTOR WILL NOT BE PERMITTED TO STOP OR IMPEDE THE SYSTEM FLOWS UNDER ANY CIRCUMSTANCES.

13.2.7 THE CONTRACTOR SHALL MAINTAIN FLOW AROUND THE WORK AREA IN A MANNER THAT WILL NOT CAUSE DAMAGE TO SYSTEM AND THAT WILL PROTECT PUBLIC AND PRIVATE PROPERTY FROM DAMAGE AND FLOODING.

13.2.8 BYPASS VACUUM PUMPS SHALL BE POWERED AND OPERATED BY EXISTING PUMP STATION CONTROL PANEL.

13.3 VACUUM PUMPS

13.3.1 EXISTING VACUUM PUMPS, MOISTURE FILTERS, CHECK VALVES AND BUTTERFLY VALVES MAY BE USED FOR BYPASS SYSTEM. LOCATION AND SETUP OF BYPASS SYSTEM IS SPECIFIED ON THE DRAWINGS.

13.3.2 EACH VACUUM PUMP SHALL BE CAPABLE OF PUMPING AT 165 CFM AT END (ULTIMATE) VACUUM OF 24" OF HG. (150 TORR) MINIMUM AT SEA LEVEL (29.92 HG BAROMETER). PUMP SHALL BE CAPABLE OF CONTINUOUS OPERATION.

13.3.3 VACUUM PUMPS SHALL HAVE BUILT-IN ANTI-SHOCK-BACK VALVE MOUNTED AT THE PUMP INLET.

13.3.4 VACUUM PUMPS SHALL BE DRY RUNNING-NO SEALING OR LUBRICATING OIL SHALL BE REQUIRED IN THE PUMPING CHAMBER.

13.3.5 VACUUM PUMP SHALL INCLUDE ACOUSTIC ENCLOSURE, VIBRATION ISOLATORS, VACUUM RELIEF VALVE, INTERNAL DISCHARGE SILENCER, INITIAL CHARGE OF GEAR OIL.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

SPECIFICATIONS (SHEET 4)

2021B-006

DWG NO. 11 OF 39
SHEET G-11
PROJ. NO. 400-089.01
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14.0 ROOF WATERPROOFING SYSTEM

14.1 THE CONTRACTOR SHALL APPLY A TWO (2) COAT WATERPROOF SYSTEM FIRST COAT: XYPEX CONCENTRATE ["WHITE"] SECOND COAT: XYPEX MODIFIED "WHITE" BOTH APPLIED IN ACCORDANCE WITH THE MANUFACTURE'S INSTRUCTIONS. NO SUBSTITUTIONS PERMITTED. THE EXTERIOR ROOF SHALL NOT BE PAINTED EXCEPT FOR THE ROOF EDGE AND BENEATH THE OVERHANG, WHICH SHALL BE PAINTED TO MATCH THE EXTERIOR WALLS.

15.0 MANUALLY OPERATED VALVES

15.1 GENERAL

15.1.1 ALL VALVES SHALL BE COMPLETE WITH ALL NECESSARY OPERATING HANDWHEELS, CHAIN WHEELS, EXTENSION STEMS, FLOOR STANDS, WORM AND GEAR OPERATORS, OPERATING NUTS, CHAINS, AND WRENCHES WHICH ARE REQUIRED FOR THE PROPER COMPLETION OF THE WORK INCLUDED UNDER THIS SECTION.

15.1.2 RENEWABLE PARTS INCLUDING DISCS, PACKING, AND SEATS SHALL BE OF TYPES RECOMMENDED BY VALVE MANUFACTURER FOR INTENDED SERVICE.

15.2 MANUFACTURERS

15.2.1 ALL UNITS SHALL HAVE THE NAME OF THE MANUFACTURER AND THE SIZE OF THE VALVE CAST ON THE BODY OF BONNET OR SHOWN ON A PERMANENTLY ATTACHED PLATE IN RAISED LETTERS.

15.2.2 THE USE OF A MANUFACTURER'S NAME AND MODEL OR CATALOG NUMBER IS FOR THE PURPOSE OF ESTABLISHING THE STANDARD OF QUALITY AND GENERAL CONFIGURATION DESIRED.

15.3 VALVE BOXES

15.3.1 VALVE BOXES SHALL BE OF THE TWO_PIECE ADJUSTABLE SCREW TYPE, CAST IRON, WITH 5_1/4_INCH SHAFT OF APPROPRIATE LENGTH FOR THE INSTALLATION. EXTENSION PIECES, IF REQUIRED, SHALL BE THE MANUFACTURER'S STANDARD TYPE. VALVE BOX TOPS SHALL HAVE RAISED LETTERS SAYING "SEWER". VALVE BOXES SHALL BE AS MANUFACTURED BY TYLER/UNION PIPE, OR EQUAL.

15.4 VALVE STEM EXTENSIONS

15.4.1 WHERE THE DEPTH OF THE VALVE IS SUCH THAT ITS CENTERLINE IS MORE THAN 4 FEET BELOW GRADE, OPERATING EXTENSION STEMS SHALL BE PROVIDED TO BRING THE OPERATING NUT TO A POINT 6 INCHES BELOW THE SURFACE OF THE GROUND AND/OR BOX COVER. EXTENSION STEMS SHALL HAVE 2-INCH STANDARD OPERATING NUT AND STEEL ALIGNMENT WASHER. EXTENSION STEMS SHALL BE BY THE GENERAL ENGINEERING COMPANY, OR EQUAL.

15.5 PLUG VALVES

15.5.1 V-50: ECCENTRIC PLUG VALVES 3 INCHES AND LARGER SHALL BE OF THE NON-LUBRICATED TYPE WITH RESILIENT FACED PLUGS WITH END CONNECTIONS AS SHOWN ON DRAWINGS. FLANGED VALVES SHALL BE FACED AND DRILLED TO THE ANSI B16.1, LATEST REVISION, 125 POUND STANDARD. MECHANICAL JOINT ENDS SHALL BE IN ACCORDANCE WITH THE AWWA C111/A21.11-90, LATEST REVISION. VALVE BODIES SHALL BE OF ASTM A126, LATEST REVISION, CLASS B CAST IRON, 31,000 PSI TENSILE STRENGTH MINIMUM. ALL EXPOSED NUTS, BOLTS, SPRINGS AND WASHERS SHALL BE ZINC PLATED FOR ABOVE GROUND, NON-SUBMERGED INSTALLATIONS AND 300 SERIES STAINLESS STEEL FOR BURIED OR SUBMERGED INSTALLATIONS. PORT AREAS ON VALVES THROUGH 20 INCHES IN SIZE SHALL BE AT LEAST 80% OF FULL PIPE AREA AND VALVES 24 INCHES AND LARGER SHALL HAVE A MINIMUM PORT AREA OF 70% OF THE FULL PIPE AREA. RESILIENT PLUG FACINGS SHALL BE NEOPRENE OR BUNA N MATERIAL ON A SINGLE PIECE PLUG. THE SEATS SHALL BE IN THE BODY AND SHALL BE A MINIMUM OF 90% NICKEL. THREADED, ADJUSTABLE SEATS SHALL NOT BE ALLOWED. VALVE SHAFT SEALS OR PACKING SHALL BE ADJUSTABLE AND REPLACEABLE WITHOUT REMOVING THE VALVE FROM SERVICE OR INTERRUPTING SERVICE. VALVES SHALL HAVE A MINIMUM PRESSURE RATING OF 175 PSI (3"-12") AND 150 PSI (14"-24") AND PROVIDE DROP-TIGHT SHUT-OFF. VALVES SHALL BE BY DEZURIK, OR EQUAL.

VALVES FOR ABOVE GROUND, NON-SUBMERGED, EXPOSED INSTALLATIONS OR INSTALLATION VAULTS, SHALL BE EQUIPPED WITH FIXED HAND LEVER OPERATORS.

VALVES FOR BURIED OR SUBMERGED INSTALLATIONS SHALL BE PROVIDED WITH PERMANENTLY LUBRICATED, TOTALLY ENCLOSED WORM GEAR ACTUATORS WITH A 2-INCH OPERATING NUT. ACTUATOR SHALL BE FULLY GASKETED AND CAPABLE OF WITHSTANDING A MINIMUM EXTERNAL GROUNDWATER PRESSURE OF 10 PSI.

ALL INTERIOR AND EXTERIOR FERROUS SURFACES SHALL BE EPOXY COATED. EPOXY COATINGS SHALL BE COMPATIBLE FOR SERVICE FLUID AS APPLICABLE. EPOXY COATING APPLICATION SHALL BE MANUFACTURER'S STANDARD UNLESS OTHERWISE SPECIFIED.

PLUG VALVE INSTALLATION TABLE:

| VALVE DESIGNATION | VALVE DESCRIPTION |
|---|---|
| V-50Q | QUARTER TURN PLUG VALVE |
| V-50L | QUARTER TURN PLUG VALVE WITH FIXED HAND LEVER OPERATOR |
| V-50G | PLUG VALVE WITH GEARED ACTUATOR |

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

SPECIFICATIONS (SHEET 5)

2021B-006

DWG NO. 12 OF 39
SHEET G-12
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_G-08-SPECS.dwg; Plotted @: 4/13/2021 11:23:10 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

BID DOCUMENTS

16.0 ELECTRICAL MATERIALS

16.1 GENERAL

16.1.1 A COMPLETE SYSTEM OF RECEPTACLES, SWITCHES, PANELS, BRANCH CIRCUIT WIRING, ETC., AS SHOWN AND/OR REQUIRED BY STATE AND LOCAL CODES.

16.1.2 ALL MATERIAL AND EQUIPMENT SHALL CONFORM TO THE APPLICABLE STANDARDS (CURRENT EDITION) OF THE FOLLOWING ORGANIZATIONS.

16.1.2.1 NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION (NEMA).

16.1.2.2 UNDERWRITERS LABORATORIES (UL).

16.1.2.3 INSULATED POWER CABLE ENGINEERS ASSOCIATION (IPCEA).

16.1.2.4 AMERICAN STANDARDS ASSOCIATION (ASA).

16.1.2.5 INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS (IEEE).

16.1.2.6 AMERICAN SOCIETY FOR TESTING MATERIALS (ASTM).

16.1.2.7 FEDERAL SPECIFICATIONS (U.S. DEPT. OF COMMERCE).

16.1.3 CODES, REGULATIONS, AND STANDARDS: THE ELECTRICAL INSTALLATION SHALL BE IN ACCORDANCE WITH THE CURRENT RULES, REGULATIONS, AND RECOMMENDA11ONS OF THE LOCAL ELECTRICAL INSPECTION AUTHORITY, THE NATIONAL BOARD OF FIRE UNDERWRITERS, THE ELECTRICAL UTILITY COMPANY FURNISHING SERVICE, LOCAL AND STATE ORDINANCES. IN THE EVENT OF CONFLICT IN CODE REQUIREMENTS, THE LOCAL CODE SHALL APPLY. ALL PERMITS AND CERTIFICATES AS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR.

16.1.4 MATERIALS: ALL MATERIALS SHALL BE NEW AND OF THE BEST QUALITY OF THEIR RESPECTIVE KINDS. WORKMANSHIP SHALL BE OF THE HIGHEST GRADE AND ALL CONSTRUCTION SHALL BE DONE ACCORDING TO THE BEST PRACTICES OF THE TRADE.

16.1.5 WORKMANSHIP: CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATION LEVELS AND DIMENSIONS. HE SHALL MAKE HIS OWN MEASUREMENTS AT THE SITE AND SHALL BE RESPONSIBLE FOR THE PROPER FIT OF ALL FINISHED WORK IN POSITION.

16.1.6 CUTTING AND PATCHING: THE CUTTING AND PATCHING OF ALL HOLES, WALLS, PARTITIONS, AND FLOORS OF THE BUILDING, OR ANY CHANGES THAT MAY BE REQUIRED, WILL BE DONE BY THE CONTRACTOR, WHO SHALL LAY OUT HIS WORK IN ADVANCE OF THE BUILDING CONSTRUCTION IN ORDER THAT UNNECESSARY CUTTING AND PATCHING WILL BE AVOIDED.

16.1.7 MAKE NO INSTALLATION OF WORK WHICH WOULD LEAVE INADEQUATE OPERATING OR SERVICING SPACE FOR ANY ITEM FOR THE ENTIRE PROJECT. DRAWINGS ARE NOT INTENDED TO SHOW IN DETAIL ALL FEATURES OF WORK. CHECK LOCATION OF ELECTRICAL WORK TO DETERMINE IN ADVANCE THAT IT CLEARS ALL OPENINGS, STRUCTURAL MEMBERS, ETC.

16.1.8 PROVIDE AND CHECK ENTIRE ELECTRICAL SYSTEM IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE. ALL TESTING SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION OF EQUIPMENT, MATERIALS, ETC. BEING TESTED.

16.2 CONDUIT

16.2.1 RIGID GALVANIZED STEEL CONDUIT "RGS" SHALL BE U.L. APPROVED, SCHEDULE 40, MILD STEEL PIPE, ZINC-COATED ON THE INSIDE AND OUTSIDE. FITTINGS SHALL BE ZINC-COATED, U.L. APPROVED. COMPLY WITH ANSI SPEC C80.1 AND FEDERAL SPEC WM-C-581.

16.2.2 PVC CONDUIT SHALL BE SCHEDULE 80 UNLESS OTHERWISE NOTED, WC-1094 AND NEMA TC-1.

16.2.3 ALL FLEXIBLE CONDUITS SHALL BE LIQUID TIGHT, MADE OF CORROSION RESISTANT PLATED STEEL WITH EXTRUDED POLYVINYL COVERING AND WATERTIGHT CONNECTORS.

16.3 CABLE, WIRE AND CONNECTORS

16.3.1 600 VOLT POWER WIRING

16.3.1.1 CABLE SHALL BE RATED FOR 600 VOLTS AND SHALL MEET THE REQUIREMENTS BELOW:

A. CONDUCTORS SHALL BE STRANDED.

B. ALL WIRE SHALL BE BROUGHT TO THE JOB IN UNBROKEN PACKAGES AND SHALL BEAR THE DATE OF MANUFACTURING; NOT OLDER THAN 12 MONTHS.

C. TYPE OF WIRE SHALL BE THWN/THHN EXCEPT WHERE REQUIRED OTHERWISE BY THE CONTRACT DRAWINGS.

D. NO WIRE SMALLER THAN NO. 12 GAUGE SHALL BE USED UNLESS SPECIFICALLY INDICATED.

E. CONDUCTOR METAL SHALL BE COPPER.

F. ALL CONDUCTORS SHALL BE MEGGERED AFTER INSTALLATION AND INSULATION MUST BE IN COMPLIANCE WITH THE NATIONAL ELECTRICAL CODE.

16.3.2 INSTRUMENTATION AND CONTROL CABLE

16.3.2.1 PROCESS INSTRUMENTATION WIRE SHALL BE 16 GAUGE TWISTED PAIR, 600 V., CROSS-LINKED POLYETHYLENE INSULATED, ALUMINUM TAPE SHIELDED, POLYVINYL CHLORIDE JACKETED, AS MANUFACTURED BY BELDEN, OR EQUAL.

16.3.2.2 MULTICONDUCTOR CONTROL CABLE SHALL BE STRANDED 14 GAUGE, 600V., CROSS-LINKED POLYETHYLENE INSULATED WITH PVC JACKET, TYPE "XLP" AS MANUFACTURED BY THE AMERICAN INSULATED WIRE CO., EATON CORP. "POLYSET" OR EQUAL.
9.3.3 GROUND WIRE

16.3.3.1 BARE, STRANDED COPPER CONDUCTORS.

16.3.3.2 PROVIDE TIN PLATED COPPER AT LOCATIONS WHERE GROUNDING CONDUCTORS ARE IN DIRECT CONTACT WITH CONCRETE.

16.4 BOXES (INTERIOR)

16.4.1 OUTLETS, JUNCTION BOXES, CONDUITS AND PULL BOXES SHALL BE OF ADEQUATE SIZE FOR THE NUMBER OF WIRES RUN INTO THEM. PULL BOXES SHALL BE INSTALLED WHERE NECESSARY AND SHALL BE PLACED IN ACCESSIBLE LOCATION. ALL JUNCTION BOXES AND CONDUIT FITTINGS SHALL BE CAST OF CADMIUM FINISH MALLEABLE IRON.

16.4.2 PVC AND F.R.P. FIBERGLASS REINFORCED PLASTIC SHALL BE PERMITTED IN PROTECTED LOCATIONS.

16.5 BOXES (EXTERIOR)

16.5.1 BOXES FOR WIRING DEVICES (SWITCHES AND RECEPTACLES) INSTALLED OUTDOORS SHALL BE WEATHERPROOF STAINLESS STEEL WITH POLYCARBONATE COVER PLATES. JUNCTION BOXES SHALL BE STAINLESS STEEL WITH GASKETED COVERS. ALL BOXES SHALL BE SECURELY MOUNTED PLUMB AND LEVEL IN READILY ACCESSIBLE LOCATIONS. INDOOR BOXES SHALL HAVE STAINLESS STEEL COVER PLATES.

16.5.2 UNLESS OTHERWISE INDICATED, ALL OUTDOOR JUNCTION BOXES AND PULL BOXES SHALL BE NEMA 4X STAINLESS STEEL.

16.6 GROUNDING MATERIALS

16.6.1 ALL GROUND RODS SHALL BE 10 FOOT 5/8" COPPERCLAD SECTIONS, UNLESS OTHERWISE INDICATED.

16.6.2 GROUND WIRES SHALL BE SOFT DRAWN COPPER SIZED PER NATIONAL ELECTRICAL CODE, UNLESS OTHERWISE INDICATED.

16.6.3 CONTRACTOR SHALL PROVIDE EQUIPMENT GROUNDING CONDUCTORS, MINIMALLY SIZED PER THE N.E.C. UNLESS OTHERWISE INDICATED.

16.6.4 GROUNDING SHALL BE PROVIDED PER ARTICLE 250 OF THE N.E.C.

16.6.5 PROVIDE EXOTHERMIC WELDED CONNECTION TO THE GROUND RODS.

16.6.6 TEST GROUND RESISTANCE IN DRY CONDITIONS, 3 DAYS AFTER RAIN. SUBMIT TEST RESULTS.

16.6.7 GROUND RESISTANCE SHALL NOT EXCEED 25 OHMS PER ARTICLE 250.56 OF THE N.E.C. PROVIDE ADDITIONAL GROUND RODS, IF REQUIRED WITHIN SCOPE OF CONTRACT

16.7 SAFETY DISCONNECT SWITCHES

16.7.1 FUSIBLE AND NON-FUSIBLE DISCONNECT SWITCHES SHALL BE HEAVY-DUTY, NEMA TYPE H, QUICK-MAKE, QUICK-BREAK, VISIBLE BLADES, 600 VOLT, 3 POLE WITH FULL COVER INTERLOCK. OUTSIDE SWITCHES SHALL HAVE COPPER LUGS.

16.7.2 ALL DISCONNECT SWITCHES SHALL BE HOUSED IN A NEMA 4X, STAINLESS STEEL ENCLOSURE UNLESS NOTED OTHERWISE ON THE DRAWINGS.

16.7.3 SWITCHES SHALL BE HORSEPOWER RATED (WHERE REQUIRED) AND AS MANUFACTURED BY SQUARE D, GE OR EATON/CUTLER HAMMER.

16.8 CONDUIT SUPPORTS / MOUNTING

16.8.1 FURNISH AND INSTALL ALL SUPPORTS, HANGERS, AND INSERTS REQUIRED TO MOUNT FIXTURES, CONDUITS, CABLES, PULLBOXES, AND OTHER EQUIPMENT FURNISHED UNDER THIS SECTION OR FURNISHED FOR INSTALLATION UNDER THIS SECTION.

16.8.2 PERFORATED STRAPS AND WIRE ARE NOT PERMITTED FOR SUPPORTING ELECTRICAL DEVICES. ANCHORS SHALL BE OF APPROVED TYPES.

16.8.3 FRAMING CHANNELS FOR MOUNTING DISCONNECT SWITCH, FIELD PANELS, ELECTRICAL EQUIPMENT AND THE LIKE, SHALL BE A MINIMUM 1-5/8-INCH WIDTH TYPE 316 STAINLESS STEEL CHANNELS AS MANUFACTURED BY UNISTRUT, OR EQUAL.

16.8.4 PIPE CLAMPS, NUTS, BOLTS, WASHERS AND OTHER MISCELLANEOUS INSTALLATION HARDWARE SHALL BE TYPE 316 STAINLESS STEEL. 10.0 FLOOD DOOR 11.0 ALUMINUM STAIRS 12.0 ROOFING MATERIALS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.RICE
DR: M.RAY
CHK: C.DICKINSON
APVD: D.HAMMANN

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
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RC Engineering, Inc.
ELECTRICAL CONSULTANTS
5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
(954) 757-7900
EMAIL: DRICE@RC-ENG.com
LICENSE NO. CA0004755
CONSULTANT
DAVID L. RICE, P.E.
FLORIDA PE #34343

99 - PROJ. NO

VILLAGE OF PALM SPRINGS,

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

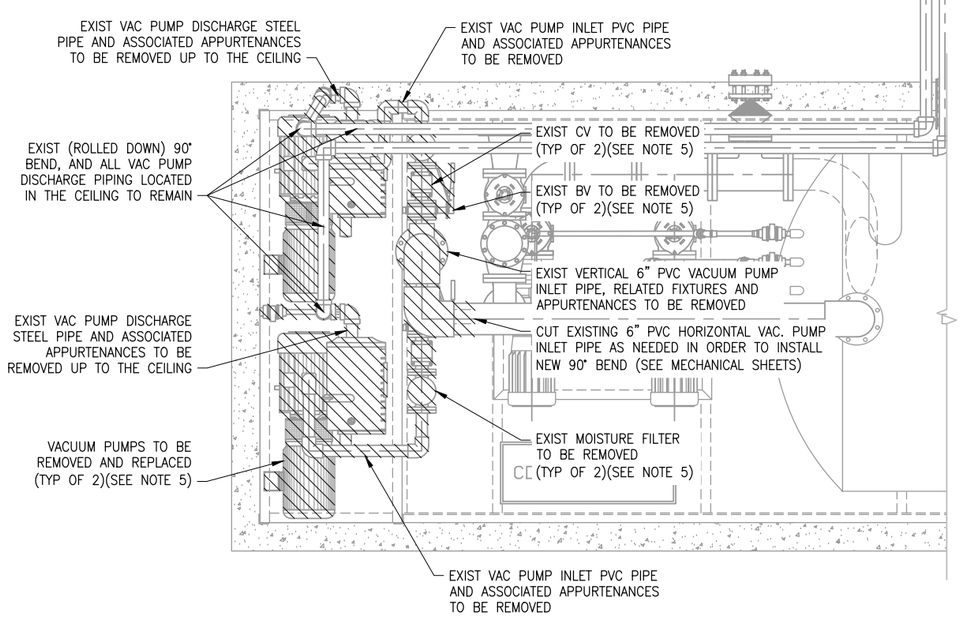
SPECIFICATIONS (SHEET 6)

2021B-006

DWG NO. 13 OF 39
SHEET G-13
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

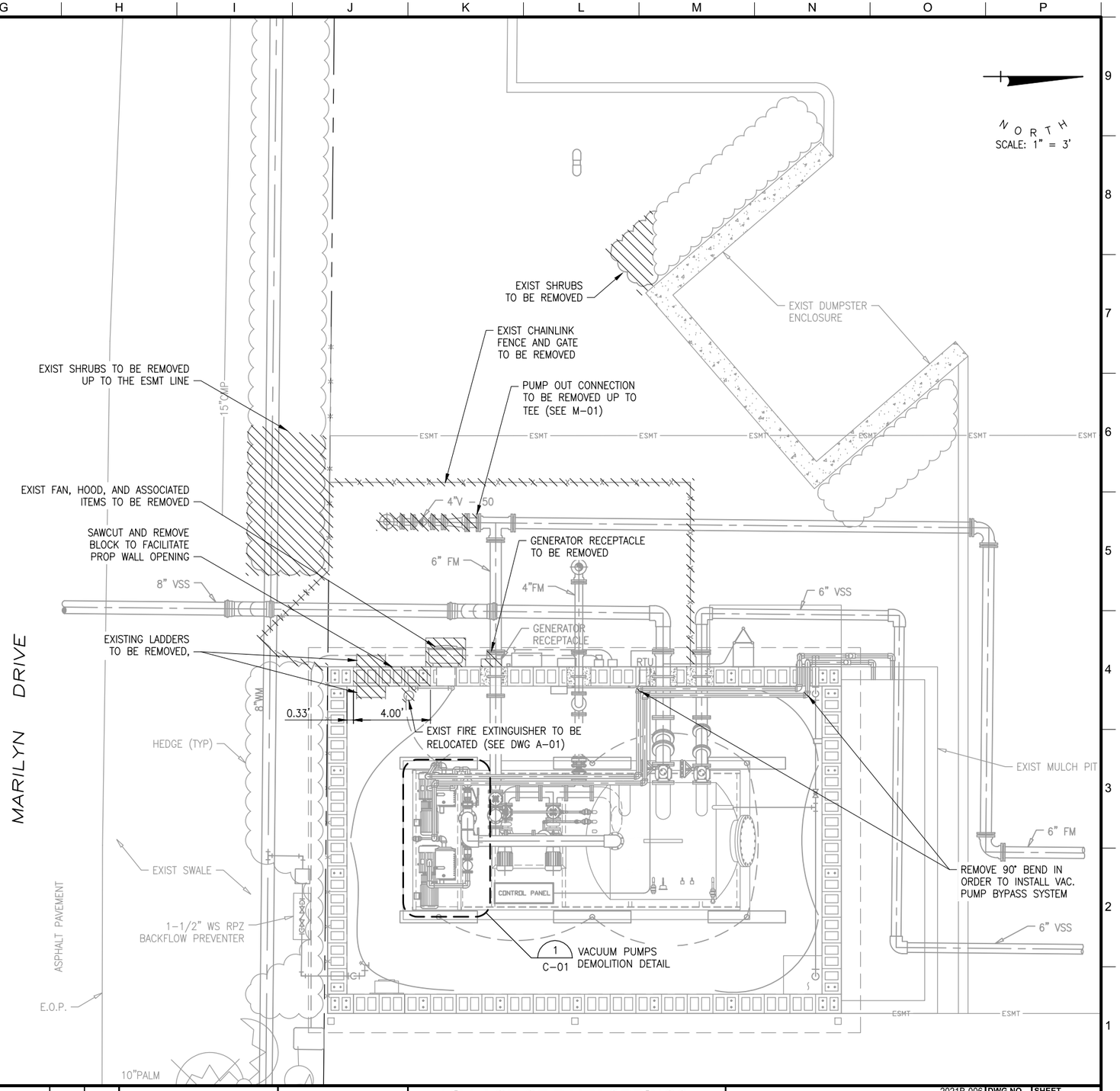
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## VACUUM PUMPS DEMOLITION DETAIL

1 / C-01

SCALE: 3/4" = 1'-0"




## NOTES

1) SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
2) PIPING REMOVAL SHALL INCLUDE ALL PIPING, VALVES, AND SUPPORTS, TYPICAL.
3) OTHER MINOR DEMOLITION REQUIRED TO PROPERLY INSTALL NEW EQUIPMENT, DOOR WAYS, OR SYSTEMS SHALL INCLUDED WITHIN SCOPE OF CONTRACT.
4) CONTRACTOR TO COORDINATE RELOCATION OF FIRE HYDRANT W/ THE VILLAGE.
5) THE FOLLOWING ITEMS ARE TO BE REUSED FOR A BYPASS VACUUM PUMP SYSTEM:
   - EXIST VACUUM PUMP.
   - EXIST MOISTURE FILTER.
   - CHECK AND BUTTERFLY VALVE.
6) THE VILLAGE HAS MARKED THE FOLLOWING ITEMS TO BE SALVAGED FOR THE VILLAGE BY THE CONTRACTOR:
   - NONE.

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(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C,DICKINSON
DR: M,RAY
CHK: D,HAMMANN
APVD: D,HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

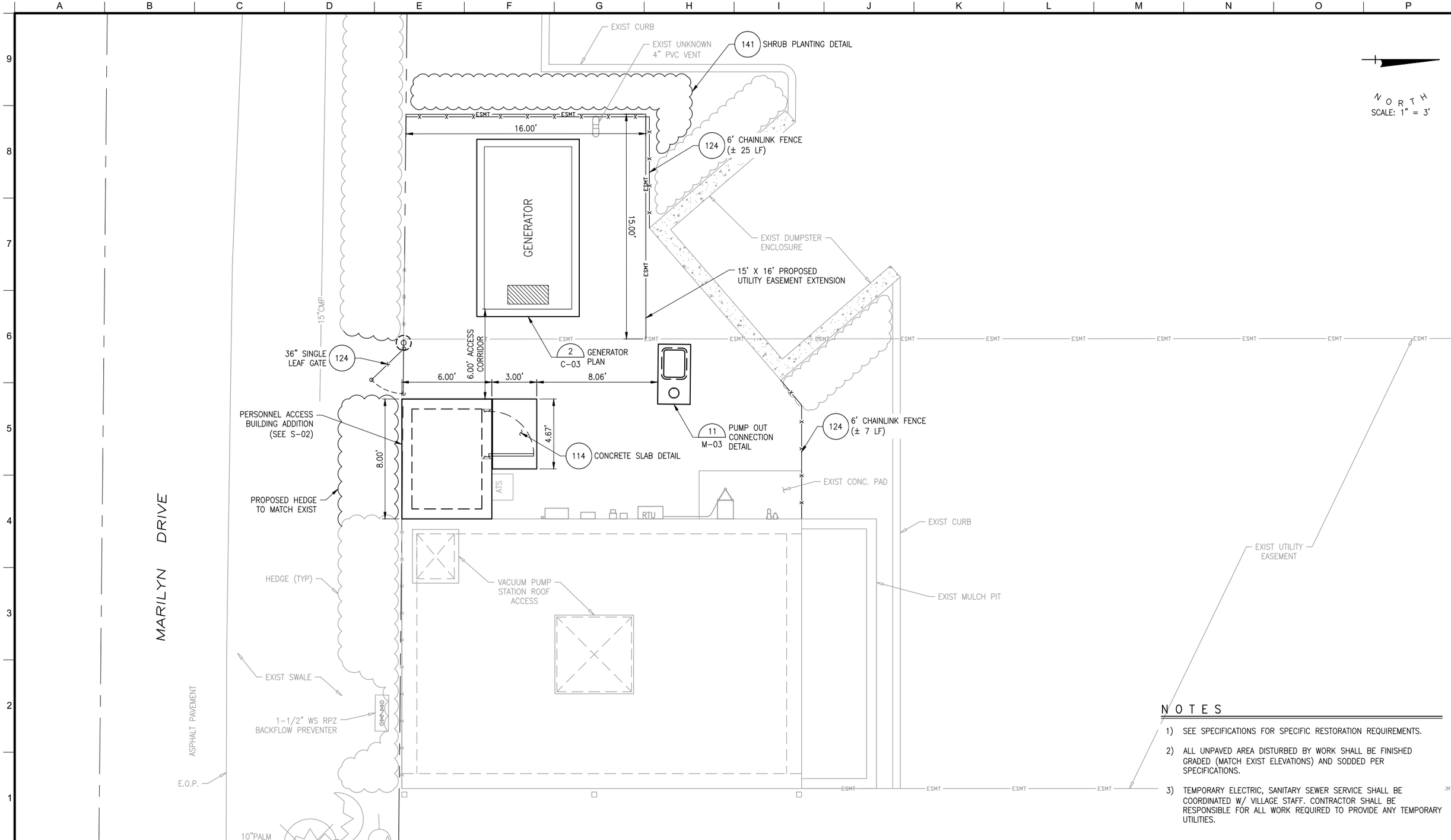
VACUUM PUMP STATION NO. 1 IMPROVEMENTS

DEMOLITION OVERALL SITE PLAN

2021B-006
DWG NO. 14 OF 39
SHEET C-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

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File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_C-01.dwg; Plotted @: 4/13/2021 9:49:39 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone




## NOTES

1) SEE SPECIFICATIONS FOR SPECIFIC RESTORATION REQUIREMENTS.
2) ALL UNPAVED AREA DISTURBED BY WORK SHALL BE FINISHED GRADED (MATCH EXIST ELEVATIONS) AND SODDED PER SPECIFICATIONS.
3) TEMPORARY ELECTRIC, SANITARY SEWER SERVICE SHALL BE COORDINATED W/ VILLAGE STAFF. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK REQUIRED TO PROVIDE ANY TEMPORARY UTILITIES.


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

CIVIL SITE PLAN

2021B-006

DWG NO. 15 OF 39
SHEET C-02
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_C-02.dwg; Plotted @: 4/13/2021 9:49:52 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

BID DOCUMENTS

## NOTES

1) SEE E-SHEETS FOR ELECTRICAL IMPROVEMENTS.
2) DESIGN SOIL BEARING WEIGHT CAPACITY – 2000 PSF.
3) GENERATOR SYSTEM PACKAGE WEIGHTS:

   WET (INCLUDING FUEL, OIL AND COOLANT) = 15,500 LBS
   DRY (WITHOUT FLUID WEIGHTS) = 10,240 LBS

4) GENERATOR SET/FUEL TANK SLAB ELEVATIONS SHALL BE A MINIMUM OF 3" ABOVE SURROUNDING GRADE. CONFIRM FINAL ELEVATIONS WITH ENGINEER.
5) GENERATOR AND BASE TANK SHALL BE AS SPECIFIED IN SETION 16204 – GENERATOR (EXTERIOR ENCLOSED) WITH BASE MOUNTED TANK.

## ENCLOSURE NOTES

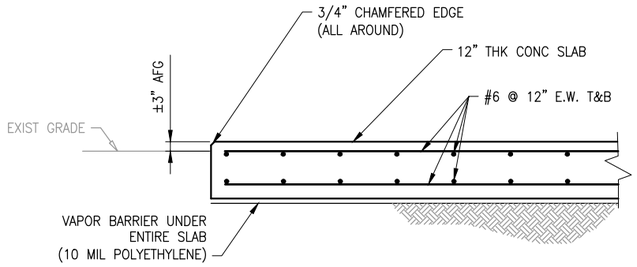
1) ENCLOSURE DESIGNED TO MEET ASCE 7-10 FOR 175 (ULTIMATE WIND SPEED) MPH WIND LOAD. TO MEET THE 2017 FLORIDA BUILDING CODE W/ SUPPLEMENT HVHZ COMPLIANCE SECTION 1624.2, 1626.2-1626.2.4 UNDER FLORIDA PRODUCT #12724, 12868, 12871.
2) ENCLOSURE COLOR: POLAR WHITE.
3) THIS BUILDING IS USE GROUP U CONSTRUCTION TYPE II-B.

## FUEL STORAGE SYSTEM NOTES

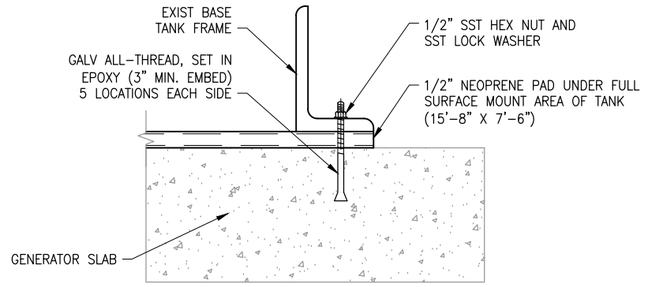
1) FIRE EXTINGUISHER TO BE MOUNTED WITHIN SIGHT OF TANK. COORDINATE LOCATION WITH OWNER AND ENGINEER.
2) PRIOR TO TANK INSTALLATION, THE TANK MUST BE REGISTERED WITH THE PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT DEPARTMENT.
   - ENGINEER SHALL COMPLETE AND SUBMIT THE STORAGE TANK FACILITY REGISTRATION FORM ON BEHALF OF THE VILLAGE OF PALM SPRINGS.
   - FEES SHALL BE PAID BY THE VILLAGE OF PALM SPRINGS.
   - ALL OTHER APPLICABLE LOCAL PERMITS MUST BE OBTAINED PRIOR TO INSTALLATION.
   - CONTRACTOR SHALL NOTIFY THE COUNTY IN WRITING OR ELECTRONIC FORMAT BETWEEN 30 AND 45 DAYS PRIOR TO TANK INSTALLATION.
   - CONTRACTOR SHALL ALSO NOTIFY THE COUNTY IN WRITING OR ELECTRONIC FORMAT BETWEEN 48 HOURS AND 72 HOURS PRIOR TO TANK INSTALLATION.

## FUEL STORAGE SYSTEM EQUIPMENT

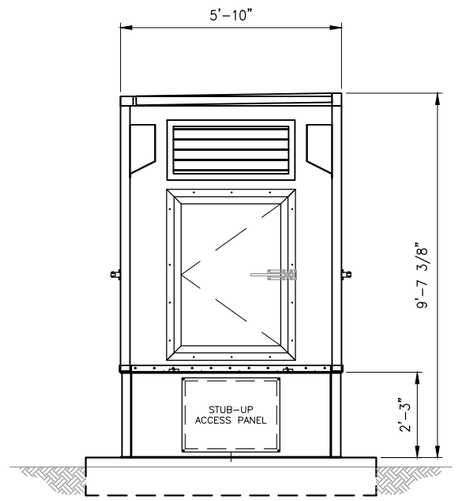
| MARK | ITEM | MANUFACTURER | PART # | REMARKS |
|---|---|---|---|---|
| A | AST 480 GAL TANK | PHOENIX | GSDW 480 | UL142 480 GAL TANK (FDEP EQ#-625) |
| B | EMERGENCY VENTS | MORRISON | MODEL 244 | 6" PRESSURE RELIEF VENT (159,600 CFH) 2-REQD (1-PRIMARY, 1-SECONDARY) |
| C | TANK VENT | MORRISON | MODEL 354 | 2" IRON BODY W/ BRASS SCREEN |
| D | INTERSTITIAL TANK LEAK SENSOR | PNEUMERCATOR | LS6000 – LDBN (-F) | FDEP EQ#-589 |
| E | FULL LIMITER | MORRISON | 9095S | FDEP EQ#-356 |
| F | HIGH/LOW LEVEL FLOAT | MADISON | M7000 | FDEP EQ#-682 |
| G | VISUAL GAUGE | ROCHESTER GAUGES, INC. | 6580 ADJ | FDEP EQ#-730 |
| H | FILL WITH SPILL DYKE | PHOENIX | – | FDEP EQ#-625 10"W X 22"L X 5"H W/ OPW PCO 4427 PUSH DRAIN |
| I | FILL CAP | OPW | 634B | PAD LOCKABLE FILL CAP |
| J | TANK SIGNAGE | – | – | – NFPA 704, "FIRE DIAMOND" – TANK CONTENTS ID "DIESEL FUEL" – TANK QUANTITY, "480 GALLONS" FOUR (4) REQUIRED ONE (1) EACH SIDE |
| K | FIRE EXTINGUISHER | KIDDIE PROLINE | PRO10MP | 10 LB, DRY MECHANICAL, ABC |
| L | FOOT VALVE | EBW, INC. | 76-100-01 | MODEL 50-201 BRASS |
| M | FLOAT SWITCH (3 REQ'D) | MADISON | M7000 | FDEP EQ#682 (1) CRITICAL LOW LEVEL FUEL (1) LOW LEVEL FUEL (1) HIGH LEVEL FUEL |



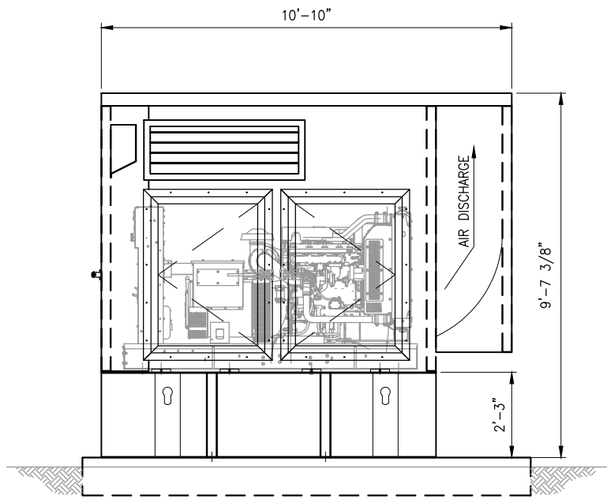

GENERATOR SLAB SECTION 5
SCALE: 3/4" = 1'-0"



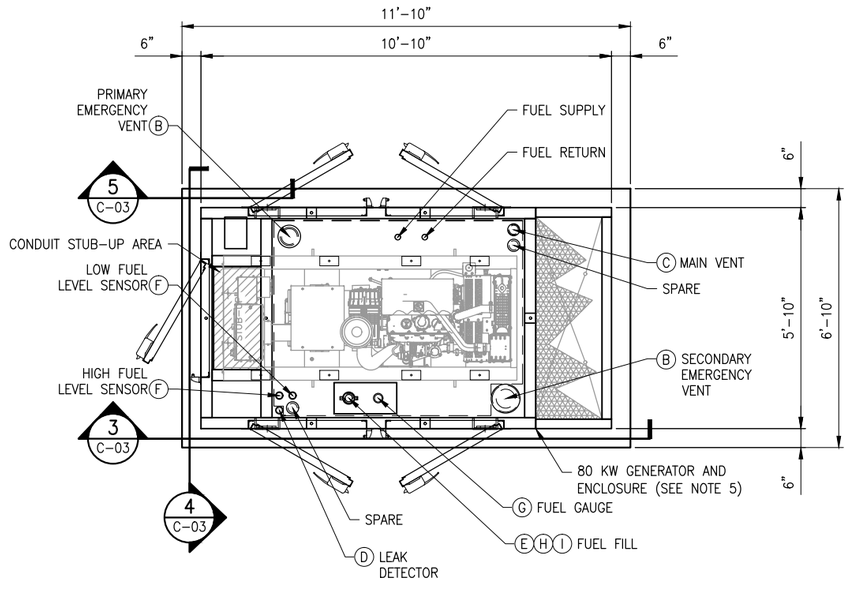

MOUNTING DETAIL 6
SCALE: N.T.S.




GENERATOR ELEVATION 4
SCALE: 1/2" = 1'-0"




GENERATOR ELEVATION 3
SCALE: 1/2" = 1'-0"




GENERATOR PLAN 2
SCALE: 1/2" = 1'-0"


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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

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FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

GENERATOR AND FUEL STORAGE TANK PLAN AND DETAILS

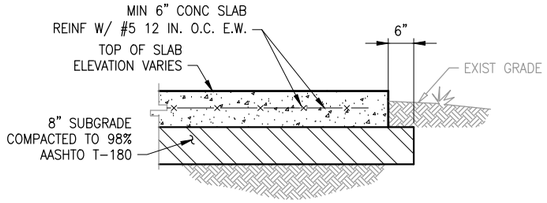
2021B-006
DWG NO. 16
SHEET C-03
OF 39
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS


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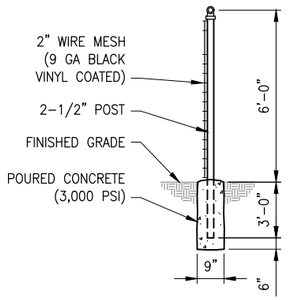
NOTES:

1) CONCRETE SHALL BE 3,000 PSI AS SPECIFIED IN SECTION 02630–CONCRETE SIDEWALKS, DRIVES AND CURBS.

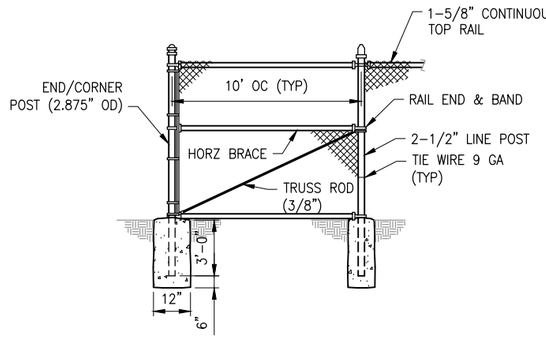



## CONCRETE SLAB DETAIL

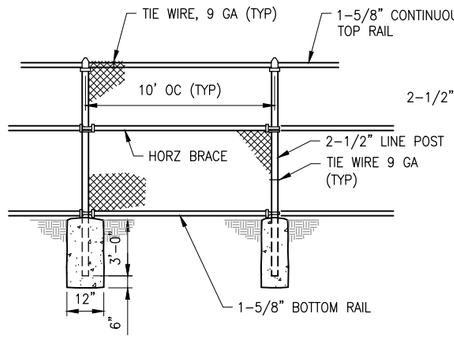
114



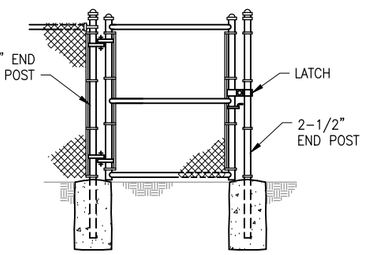

TYPICAL LINE POST




TYPICAL FENCE AT CORNER




TYPICAL FENCE AT LINE POST



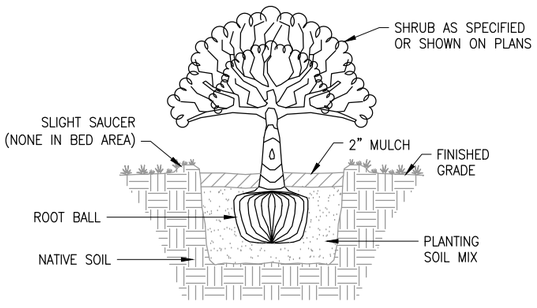

SINGLE LEAF GATE

NOTES:

1) MATERIALS SHALL MEET OR EXCEED BUILDING CODE REQUIREMENTS.
2) MATERIALS SHALL BE AS SPECIFIED.
3) HORIZONTAL BRACE SHALL BE PROVIDED BETWEEN ALL LINE POSTS IN ADDITION TO CORNER/END POSTS.
4) OPENING AS NOTED ON DRAWINGS.
5) WHERE SPECIFIED VINYL FENCE COATING SHALL BE BLACK UNLESS NOTED DIFFERENTLY ON DRAWINGS.
6) PRIVACY SLAT INSERTS SHALL BE REQUIRED WHERE NOTED ON DRAWINGS ONLY. SLAT FENCE INSERTS SHALL BE GREEN.

## 6' CHAIN LINK FENCE AND GATE DETAILS

124




## SHRUB PLANTING DETAIL

141

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CA No. 7803

| | |
|---|---|
| DSGN: | C.DICKINSON |
| DR: | M.RAY |
| CHK: | D.HAMMANN |
| APVD: | D.HAMMANN |

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

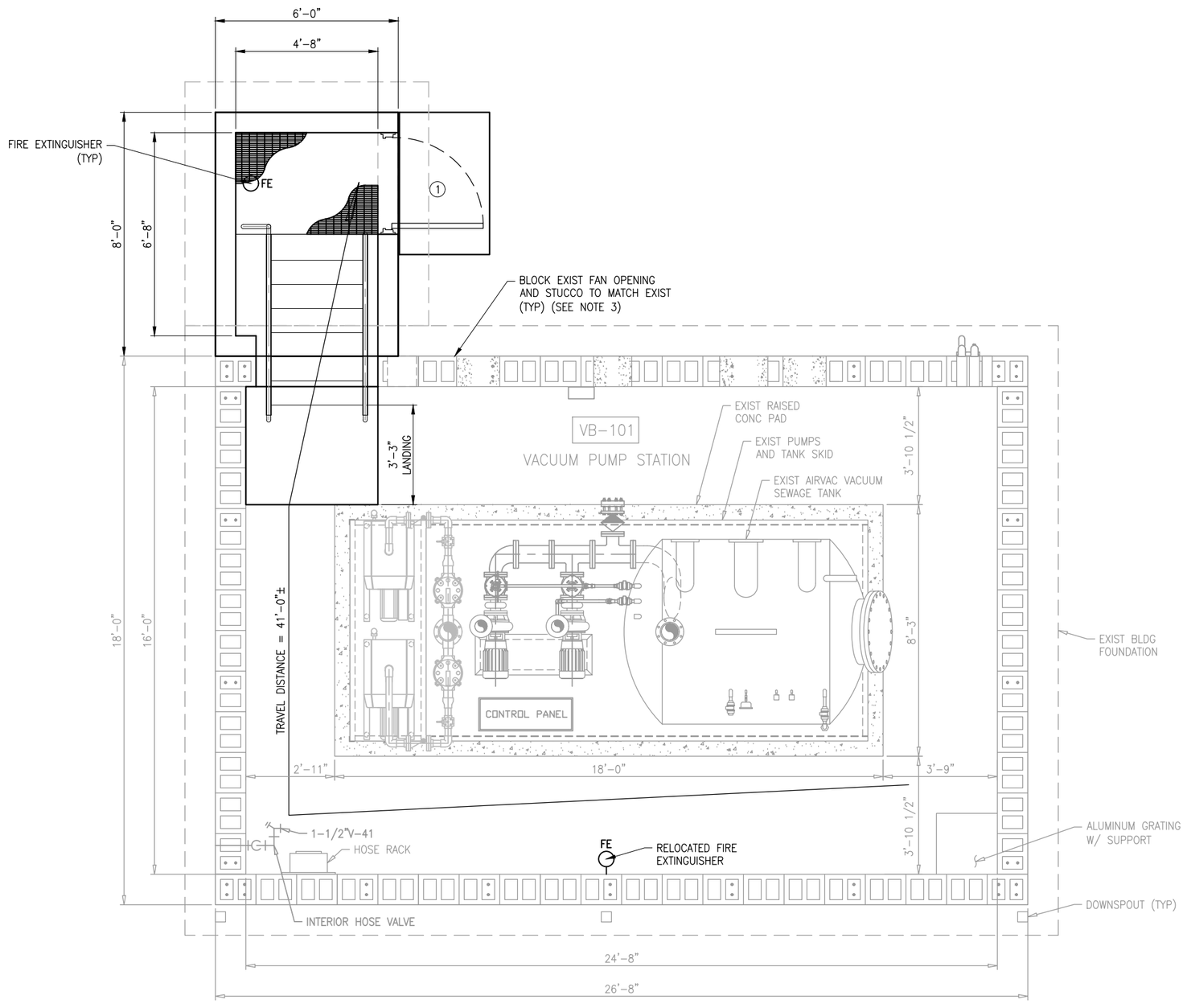
STANDARD DETAILS - CIVIL

2021B-006

DWG NO. 17 OF 39
SHEET CD-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

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NORTH

## FLOOR PLAN

SCALE: 1/2" = 1'-0"

### NOTES

1) MISCELLANEOUS BUILDING ACCESSORIES SHALL BE AS SPECIFIED IN SHEETS G-08, G-09, AND G-10.
2) VERIFY MASONRY OPENING DIMENSIONS REQUIRED WITH DOOR MANUFACTURERS.
3) STUCCO REPAIR PER DRAWING A-02.

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DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

ARCHITECTURAL FLOOR PLAN

2021B-006
DWG NO. 18 OF 39
SHEET A-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_A-01.dwg; Plotted @: 4/13/2021 9:50:27 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

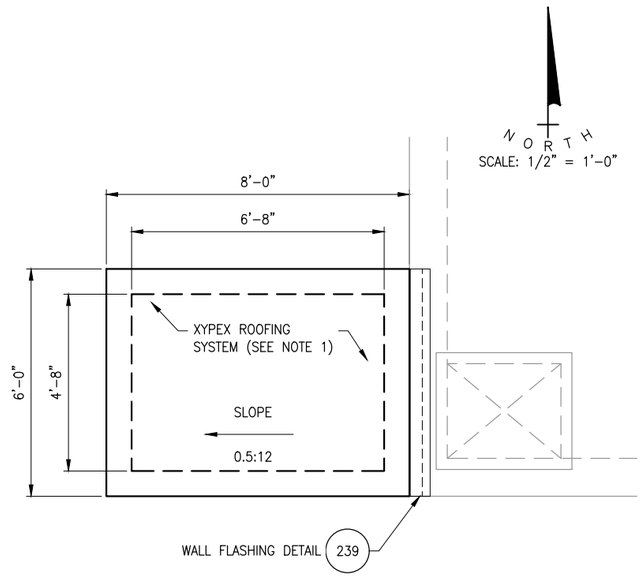
## NOTES

1) XYPEX WATERPROOF SYSTEM SHALL BE APPLIED AS FOLLOWS.
   – FIRST COAT: XYPEX 071616 CONCENTRATE (WHITE).
   – SECOND COAT: XYPEX 071616 MODIFIED (WHITE).
   BOTH COATS SHALL BE APPLIED PER MANUFACTURER'S INSTRUCTIONS.

2) WIND UPLIFT PRESSURES DERIVED FROM ASCE 7–10 PER F.B.C. SECTION 1609.

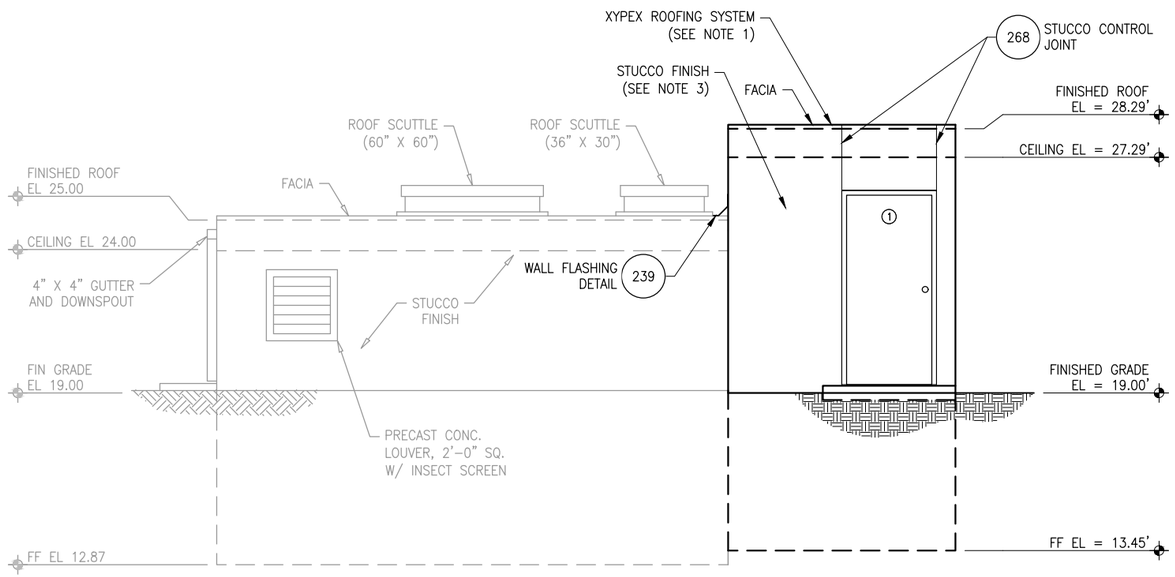
3) TWO (2) COAT PORTLAND CEMENT STUCCO, THICKNESS 1/2" MINIMUM, WITH SPONGE FINISH, MATCH EXISTING BUILDING.

4) EXTERIOR OF EXISTING STRUCTURE AND EXTERIOR OF NEW ACCESS STRUCTURE SHALL BE FINISH COATED PER DRAWING A–03.



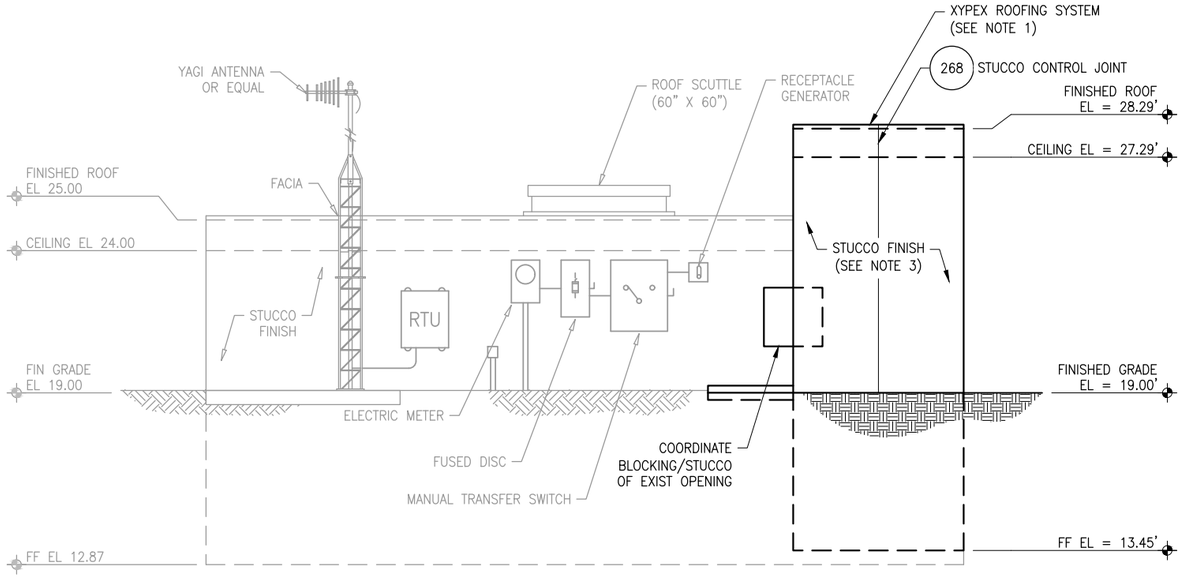

## ROOF PLAN

SCALE: 1/2" = 1'–0"



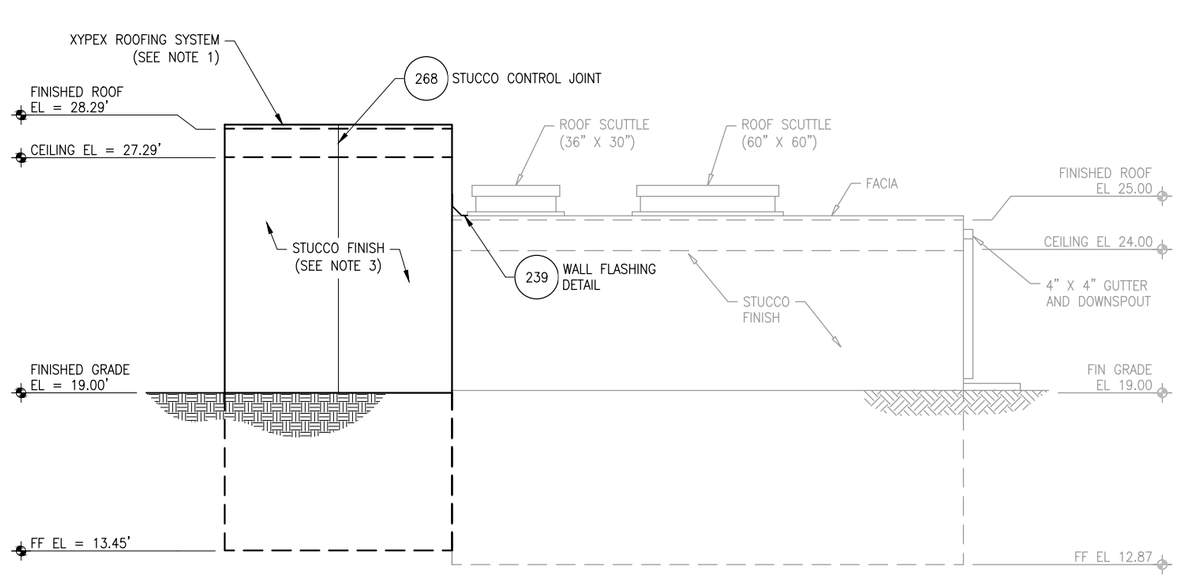

## NORTH ELEVATION

SCALE: 3/8" = 1'–0"




## WEST ELEVATION

SCALE: 3/8" = 1'–0"




## SOUTH ELEVATION

SCALE: 3/8" = 1'–0"


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FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

2021B-006

BUILDING ELEVATIONS AND ROOF PLAN

DWG NO. 19 OF 39
SHEET A-02
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS


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## COLOR SCHEDULE

| DESIG | COLOR (NOTE 2) | |
|---|---|---|
| A | ASPEN | 15WH |
| B | WHITE | 00WH |
| C | OWNER SELECTED | |
| D | BLUE CHANNEL | 42BL |
| E | BLUE EYES | 33BL |
| F | SAFETY BLUE | 11SF |
| G | ISSAC BLUE | 12BL |
| H | BIRDS EGG | 75BL |
| I | CAPTAIN HOOK | 45GR |
| J | DARK BRONZE | 86BR |
| K | SAFETY ORANGE | 04SF |
| L | BLACK | 35GR |
| M | MATCH EXISTING | |
| N | AQUA SKY | 10GN |
| O | VEILED | 14WH |
| P | SAFETY YELLOW | 02SF |
| Q | SAFETY GREEN | 09SF |
| R | CLEAR ANODIZED | |
| T | LT. GRAY | 32GR |
| U | BRONZE ANODIZED | |
| V | BLACK ANODIZED | |
| W | GRAY | 33GR |
| X | BLACK FOREST | 49RD |
| Y | SAFETY RED | 06SF |
| Z | MESA VERDE | 145GN |
| AA | SAFETY PURPLE | 14SF |
| BB | WARM SUN | 01BR |
| CC | FOUNTAINBLEU | 25BL |
| DD | CLOVER | 110GN |

## INTERIOR FINISH SCHEDULE

| STRUCTURE | SPACE | | FLOOR | | | BASE AND WAINSCOT | | | | | WALLS | | | CEILING | | | | MISCELLANEOUS | | | | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | NO. | DESCRIPTION | SUB FL | SYSTEMS NO. | COLOR | HEIGHT | MATERIAL | SYSTEMS NO. | COLOR | WALLS | MATERIAL | SYSTEMS NO. | COLOR | HEIGHT | MATERIAL | SYSTEMS NO. | COLOR | ITEM | MATERIAL | FINISH | COLOR | |
| ACCESS BUILDING EXTENSION | – | ACCESS BUILDING | CONC | – | – | – | – | – | – | – | CONCRETE | 109 | 0 | 13'–10" | CONC | 109 | 0 | DOOR/FRAME | STEEL | 4E | 0 | SEE NOTE 2,4,5 |
| | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – | – |

## EXTERIOR FINISH SCHEDULE

| LOCATION | DESCRIPTION | SYSTEM | COLOR |
|---|---|---|---|
| EXPOSED STUCCO SURFACE OF VACUUM BLDG. ACCESS EXTENSION, ABOVE GRADE | ACRYLIC EMULSION | III | 0 |
| EXTERIOR OF VACUUM BLDG. ACCESS EXTENSION, BELOW GRADE | – | SEE NOTE 11 | – |
| STUCCO SURFACE OF EXISTING VACUUM BLDG., ABOVE GRADE | ACRYLIC EMULSION | IIIE | 0 |

## CAULKING SCHEDULE

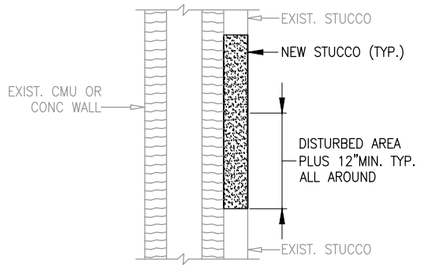
| LOCATION | CAULKING MATERIAL | BACKER ROD | PRIMER | BOND BREAKER | REMARKS |
|---|---|---|---|---|---|
| DOORS | SIKAFLEX–1A | – | – | – | INTERIOR AND EXTERIOR |

NOTES :
1) CAULKING MATERIALS SHALL BE AS SPECIFIED.

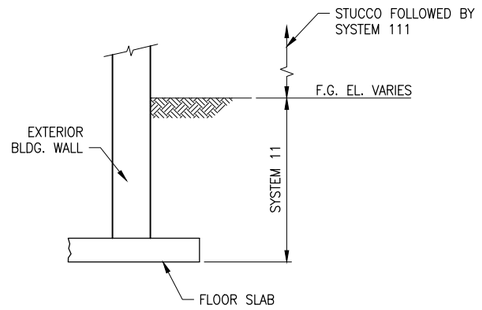
## FINISH NOTES:

1) ALL OTHER SURFACES, PIPING AND EQUIPMENT TO BE COATED SHALL BE AS SPECIFIED.
2) FINISH COLOR DESIGNATIONS ARE BY TNEMEC. AVAILABLE COLOR SELECTIONS SHALL BE PER COLOR SCHEDULE HEREIN.
3) WALL MOUNTED ELECTRICAL CONDUITS SHALL BE PAINTED TO MATCH ADJACENT WALL.
4) STUCCO APPLICATION SHALL BE AS SPECIFIED IN SECTION 09200–PORTLAND CEMENT PLASTER (STUCCO).
7) THESE ITEMS ALL REQUIRE SHOP PRIMING PER THE APPLICABLE COMPONENT SPECIFICATION SYSTEM.
8) MATCH EXISTING COLORS. COLOR SELECTION TO BE CONFIRMED DURING SHOP DRAWING APPROVAL PROCESS.
9) TOUCH UP PAINT DISTURBED AREAS WITH SPECIFIED SYSTEMS TO MATCH EXISTING.
10) TOUCH UP PAINT DISTURBED AREAS OF CEILING WITH SPECIFIED SYSTEMS TO MATCH EXISTING.
11) WATER PROOFING MEMBRANE

| | |
|---|---|
| SURFACE PREPARATION: | PER MANUFACTURER WRITTEN APPLICATION INSTRUCTIONS. |
| PRIME COAT: | NONE REQUIRED. |
| TOP COAT: | ONE (1) COAT SINGLE COMPONENT ASPHALT EMULSION WATER PROOFING MEMBRANE (TREMCO TREMPROOF 260, OR EQUAL) AT 16 SF/GAL. |
| MWT: | 95 MILS |
| COLOR: | BLACK |




CEMENTITOUS AND STUCCO REPAIR EXTENTS
(SEE NOTE 9 & 10)




WALL EXTERIOR COATING
N.T.S.

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DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

FINISH SCHEDULES

2021B-006

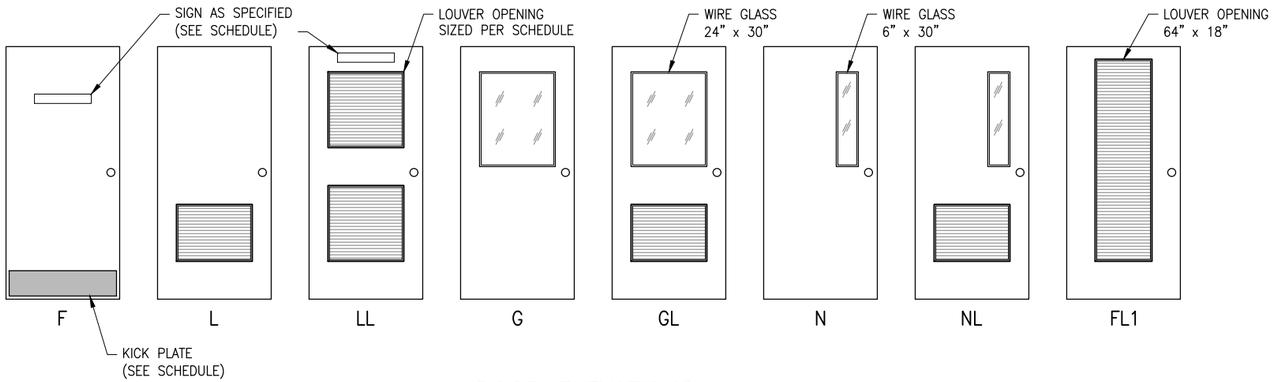
DWG NO. 20 OF 39
SHEET A-03
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

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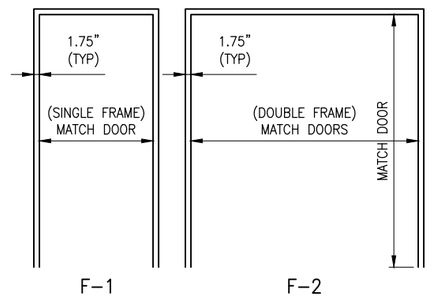
BID DOCUMENTS

# DOOR AND HARDWARE SCHEDULE

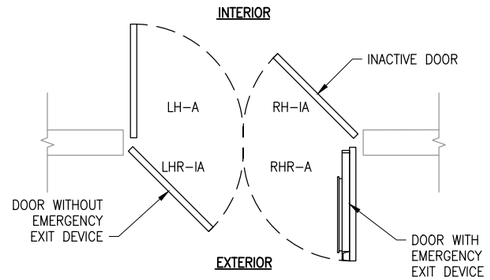
| DOOR | | | | | | | | | | FRAME | | | | | | | HARDWARE | | | | | | | | | | | | | | | LOUVER | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DESIG-NATION | SIZE | | | | DESCRIPTION | | | | | DESCRIPTION | | | | DETAILS | | | HINGE | LOCK LATCH SET | CLOSER | THRES-HOLD (T1) | SILEN-CERS | EXIT DEVICE | FLUSH BOLT (FB1) | CHAIN BOLT (CB1) | SURFACE BOLT | | KICK PLATE | STOP HOLDER | PUSH/ PULL | WEATHER STRIP | ASTRAGAL | CRASH STOP | TYPE/SIZE | DESIGN WIND PRESSURE (PSF) | REMARKS |
| | SWING (SEE CHART) | WIDTH | HEIGHT | THICK | ELEVATION | MATERIAL | CORE | FINISH | COLOR | TYPE | MATERIAL | FINISH | COLOR | HEAD | JAMB | SILL | | | | | | | | | T | B | | | | | | | | |
| (1) | LHR-A | 3'-0" | 6'-8" | 1-3/4" | F | STEEL | NOTE 1 | FCTY | U | F-1 | STEEL | FCTY | U | NOTE 2,6 | NOTE 2,6 | NOTE 2,6 | H1 | L1 | C1 | NOTE 10 | – | – | – | – | – | – | – | – | – | – | – | – | – | –80.4 PSF +61.4 PSF | SEE NOTE 1,2,3,4,6,7 |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |




## DOOR ELEVATIONS




## FRAME TYPES




LEGEND:

| | | |
|---|---|---|
| RH | = | RIGHT HAND |
| LH | = | LEFT HAND |
| RHR | = | RIGHT HAND REVERSE |
| LHR | = | LEFT HAND REVERSE |
| SUFFIX | | |
| A | = | ACTIVE |
| IA | = | INACTIVE |

## DOOR SWING (HANDING) CHART

## N O T E S

1) DOOR TO BE CURRIES 780 SERIES FLOOD RESISTANT DOOR.
2) VERIFY DOOR FRAME AND ROUGH OPENING DIMENSIONS REQUIRED WITH DOOR MANUFACTURER.
3) CONTRACTOR SHALL SUBMIT MANUFACTURER'S PRODUCT APPROVAL, INCLUDING ANCHORAGE DETAILS FOR EACH EXTERIOR DOOR FOR ENGINEERS APPROVAL PRIOR TO INSTALLATION.
4) PROVIDE NEW DOOR SIGN PER SCHEDULE.
5) DOOR SIGNS SHALL BE AS SPECIFIED IN G-10 – SPECIFICATIONS (SHEET 3).
6) FRAME INSTALLATION DETAILS PER MANUFACTURERS APPROVED SHOP DRAWINGS.
7) DOORS SHALL BE AS SPECIFIED IN G-10 – SPECIFICATIONS (SHEET 3).
8) HARDWARE SHALL BE AS SPECIFIED IN G-10 – SPECIFICATIONS (SHEET 3).
9) CONTRACTOR SHALL FIELD VERIFY THE EXISTING ROUGH OPENING DURING THE SHOP DRAWING PROCESS.
10) PER DOOR MANUFACTURER.
11) DESIGN WIND PRESSURES ARE GIVEN AS ULTIMATE WIND PREASURES. TO CONVERT TO NOMINAL PRESSURES MULTIPLY BY 0.60.

| DESIGN WIND PRESSURES | |
|---|---|
| DESCRIPTION | VALUE |
| BASIC WIND SPEED | 180 MPH, (3-SECOND GUSTS) |
| EXPOSURE | C |
| INTERNAL PRESSURE COEFFICIENT | +/- 0.55 |
| DIRECTIONALITY FACTOR | 0.85 |
| DERIVED FROM ASCE 7-10 PER FBC SECTION 1609. | |

| DOOR SIGN SCHEDULE | |
|---|---|
| DOOR | COPY |
| (1) | "CAUTION" STEP DOWN |
| | |
| | |
| | |
| | |


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CONSULTANT

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**VILLAGE OF PALM SPRINGS,**

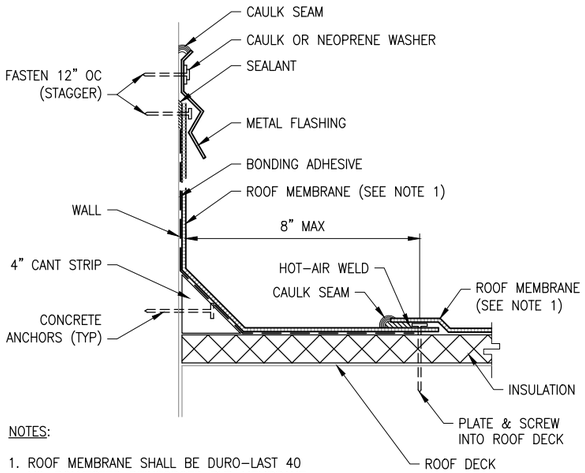
VACUUM PUMP STATION NO. 1 IMPROVEMENTS

DOOR AND HARDWARE SCHEDULES

2021B-006
DWG NO. 21
OF 39
SHEET A-04
PROJ. NO. 400-089.01
DATE APRIL 01, 2021


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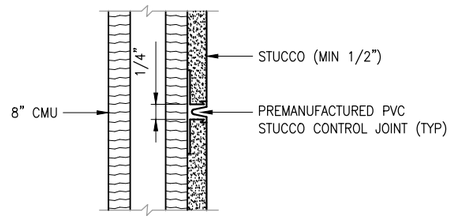



NOTES:

1. ROOF MEMBRANE SHALL BE DURO-LAST 40 MIL POLYESTER REINFORCED PVD MEMBRANE, OR EQUAL, TO MATCHING EXISTING MEMBRANE. INSTALLATION SHALL BE PER MANUFACTURER REQUIREMENTS.

## WALL FLASHING DETAIL

239




## STUCCO CONTROL JOINT

268

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VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

STANDARD DETAILS - ARCHITECTURAL

2021B-006

DWG NO. 22 OF 39
SHEET AD-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

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## GENERAL NOTES

1) THESE NOTES SUPPLEMENT THE SPECIFICATIONS, WHICH SHALL BE REFERENCED FOR ADDITIONAL REQUIREMENTS.

2) THE CONTRACTOR SHALL REVIEW AND VERIFY DIMENSIONS SHOWN IN ALL PLANS AND REVIEW ALL FIELD CONDITIONS THAT MAY AFFECT THE INSTALLATION OF THE BUILDING ACCESS EXTENSION. SHOULD DISCREPANCIES APPEAR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING TO OBTAIN ENGINEER'S CLARIFICATION BEFORE COMMENCING WITH THE WORK.

3) WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, PLAN NOTES AND SPECIFICATIONS, THE MORE STRINGENT REQUIREMENTS SHALL GOVERN. DETAILS ON DRAWINGS TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. DETAILS NOTED TYPICAL APPLY TO ALL SIMILAR CONDITIONS. WHERE NO SPECIFIC DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ELSEWHERE ON THE PROJECT.

4) FOR ALL ITEMS EMBEDDED IN OR PASSED THROUGH CONCRETE, THE CONTRACTOR SHALL INITIALLY REFER TO MECHANICAL AND ELECTRICAL DRAWINGS FOR TYPE, SIZE, LOCATION, AND SPECIAL INSTALLATION REQUIREMENTS FOR THESE ITEMS.

5) ALL EXPOSED CORNERS OF CONCRETE SHALL HAVE A MINIMUM 3/4" CHAMFERED EDGE OR 3/8" RADIUS TOOLED EDGE UNLESS OTHERWISE NOTED.

6) COORDINATION: STRUCTURAL DRAWINGS ARE NOT STAND-ALONE DOCUMENTS AND ARE INTENDED TO BE USED IN CONJUNCTION WITH THE CIVIL, MECHANICAL, ELECTRICAL AND DRAWINGS FROM OTHER DISCIPLINES. THE CONTRACTOR SHALL COORDINATE ALL REQUIREMENTS OF THE CONTRACT DOCUMENTS.

## STRUCTURAL CONCRETE REINFORCING NOTES

1) CONCRETE AND REINFORCING SHALL BE AS SPECIFIED.

2) REINFORCING STEEL SHALL HAVE THE FOLLOWING MINIMUM CLEAR COVER UNLESS OTHERWISE NOTED:
   - CONCRETE CAST AGAINST EARTH 3"
   - FORMED SURFACES IN CONTACT WITH SOIL, SEWAGE, WATER OR EXPOSED WEATHER 2"

   FORMED SURFACES NOT EXPOSED TO WEATHER OR IN CONTACT WITH SOIL:
   - SLABS AND WALLS 2"
   - BEAMS AND COLUMNS 1-1/2"

3) SPLICES AND LAPS OF DEFORMED BARS:
   - OTHER LAP DISTANCES AS INDICATED ON DRAWINGS.

LAP SPLICE SCHEDULE (IN.)

| | BAR SIZE | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| f'c | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 3000 | 22 | 29 | 36 | 43 | 63 | 72 | 81 | 90 |
| 4000 | 19 | 25 | 31 | 37 | 54 | 62 | 70 | 78 |
| 5000 | 17 | 23 | 28 | 34 | 49 | 56 | 63 | 69 |

4) THE CONTRACTOR SHALL OBTAIN ENGINEER'S APPROVAL FOR THE LOCATION OF CONSTRUCTION JOINTS THAT ARE NOT SHOWN ON THE DRAWINGS.

## DESIGN CRITERIA

1) DESIGN WIND PRESSURE CRITERIA IN ACCORDANCE WITH PROVISIONS OF ASCE 7-10 FOR THE FOLLOWING CRITERIA PER FLORIDA BUILDING CODE SECTION 1609:

   a) BASIC WIND SPEED = 180 MPH (3 SECOND GUST).

   b) EXPOSURE CATEGORY = C.

2) DESIGN LOADS SHALL BE AS FOLLOWS:

   a) DEAD LOAD = ACTUAL MEMBER OR PRECAST COMPONENTS WEIGHT.

   b) LIVE LOAD = ROOF (MIN., UNREDUCED) 20 PSF
   WALKWAYS AND PLATFORMS 100 PSF
   FLOOR 100 PSF
   PROCESS SLABS 200 PSF

3) SEISMIC ZONE: N/A

4) DESIGN LOADS: FBC, 6TH EDITION.

CONCRETE FINISH SCHEDULE

| AREA OR SURFACE TYPE | TYPE OF FINISH | REQUIRED FORM TOLERANCES |
|---|---|---|
| UNDERSIDE OF ELEVATED SLABS | S-3 | S-A |
| ROOF SLAB (COVERED WITH ROOFING MATERIAL) | S-2 | S-A |
| ROOF/TOP SLABS (EXPOSED) | S-1 OR S-6 | S-A |
| EXTERIOR SLABS | S-4 | S-A |
| INTERIOR SLABS | S-1 OR S-6 | S-B |
| BASIN SLABS | S-1 OR S-6 | S-A |
| BEAMS | B-3 | B-A |
| COLUMNS | C-3 | C-A |
| EXTERIOR ABOVE GRADE WALL SURFACES | W-3 | W-B |
| EXTERIOR BELOW GRADE WALL SURFACES | W-1 | W-A |
| INTERIOR WALL SURFACES | W-2 | W-B |
| SIDEWALKS, DRIVES, CURBS | SEE NOTE 4 | SEE NOTE 4 |

NOTES:

1) FINISH TYPES SHALL BE AS SPECIFIED.

2) REQUIRED FORM TOLERANCES SHALL BE AS SPECIFIED.

3) CONFIRM ALL FINISH REQUIREMENTS WITH ENGINEER PRIOR TO PLACING CONCRETE.

4) FINNISH SHALL BE AS NOTED IN APPLICABLE STANDARD DETAIL(S).

5) FOR AREA OR SURFACE TYPE NOT INDICATED CONSULT ENGINEER.

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDI WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

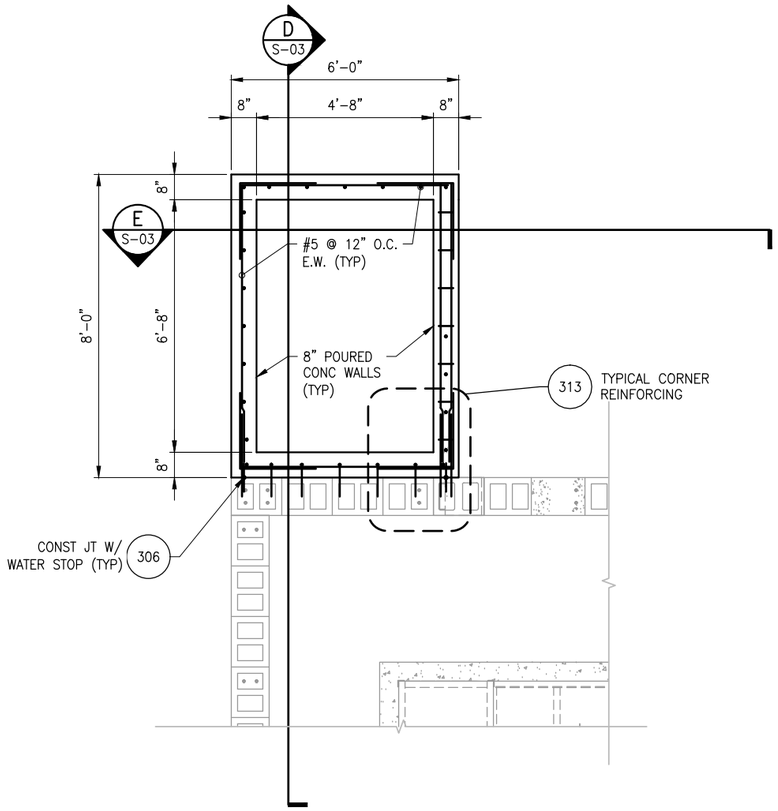
2021B-006

GENERAL STRUCTURAL NOTES AND LEGENDS

DWG NO. 23 OF 39
SHEET S-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

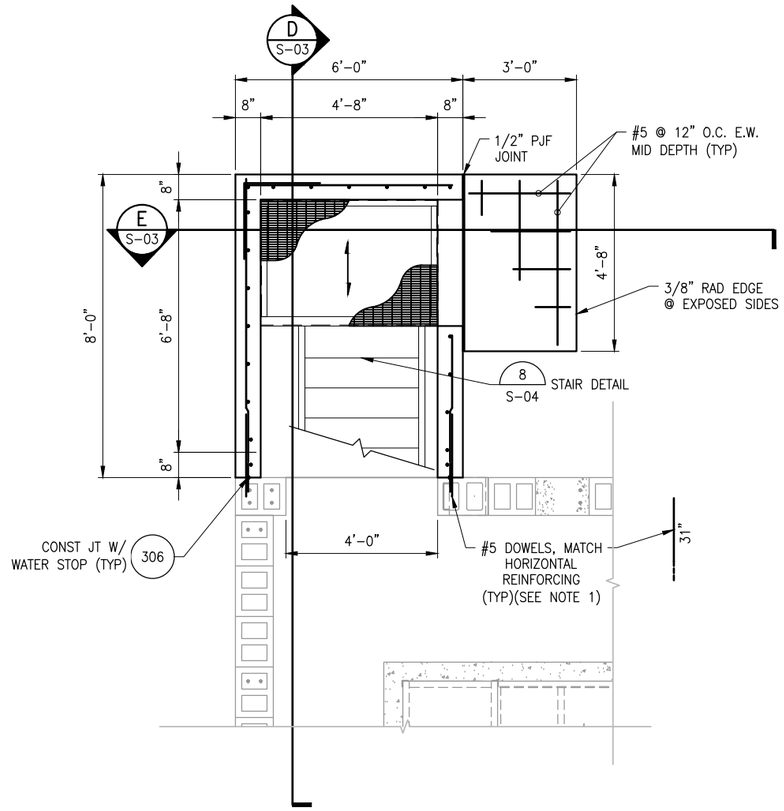
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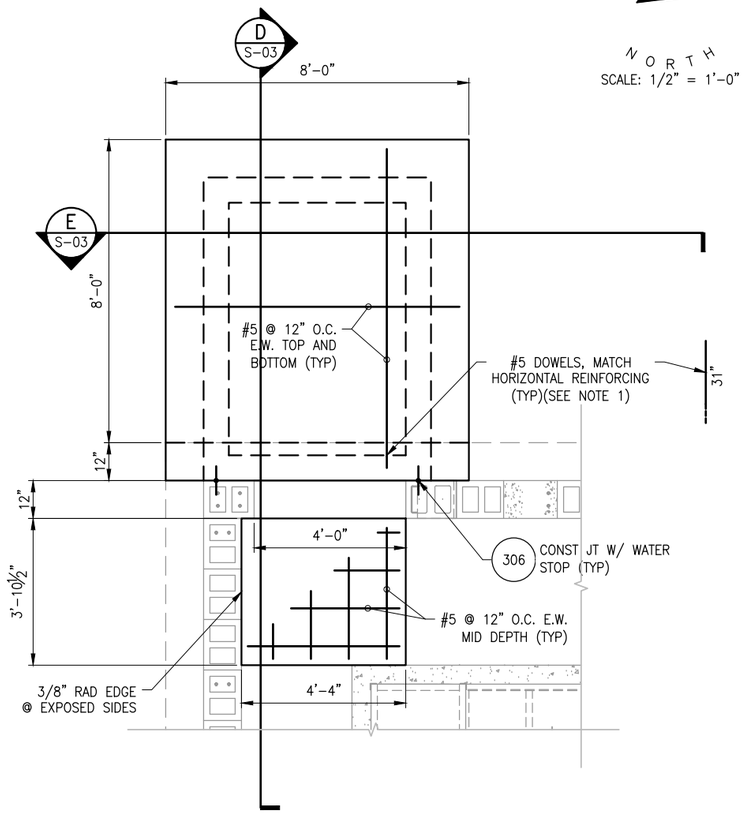

PLAN @ EL 27.00 (A–A)

SCALE: 1/2" = 1'–0"




PLAN @ EL 21.00 (B–B)

SCALE: 1/2" = 1'–0"




PLAN @ EL 13.45 (C–C)

SCALE: 1/2" = 1'–0"

## NOTES

1) EMBEDDED REINFORCING STEEL SHALL BE EPOXY SET WITH ATC HS–ICC, OR EQUAL. EMBED DEPTH SHALL BE 6".
2) ROUGHEN EXISTING SURFACE MINIMUM 1/4" AMPLITUDE. WASH ALL DUST AND DEBRIS FROM ROUGHENED SURFACES PRIOR TO PLACEMENT OF NEW CONCRETE. AREA SHALL BE SATURATED, SURFACE DRY PRIOR TO PLACEMENT OF CONCRETE. ALL EXISTING SURFACES TO ABUT NEW CONCRETE SHALL BE PREPARED PER THIS NOTE.
3) FIELD CUTTING OF BARS SHALL BE ACCEPTABLE, HOWEVER "NO FLAME CUTTING" OF BARS WILL BE ACCEPTABLE.
4) FIELD BENDING OF BARS SHALL NOT BE ALLOWED.


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WEST PALM BEACH, FL 33411
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FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS,**

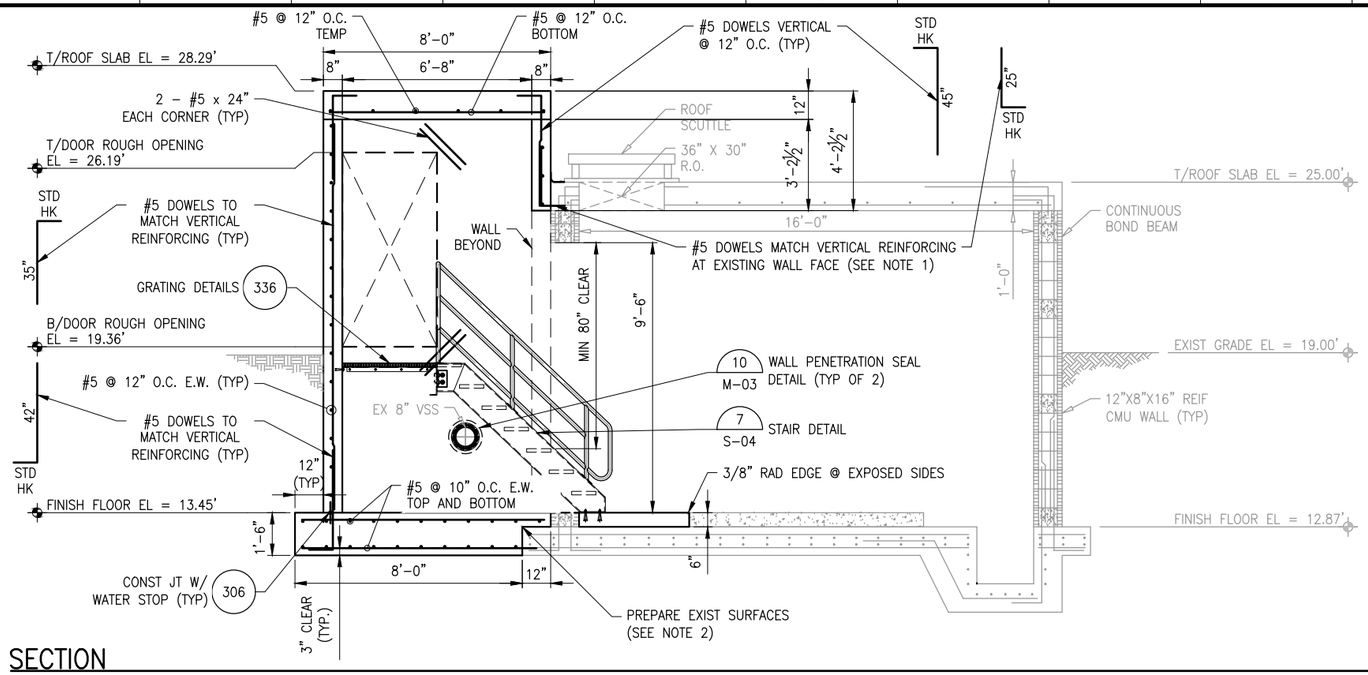
VACUUM PUMP STATION NO. 1 IMPROVEMENTS

STRUCTURAL BUILDING PLANS

2021B-006
DWG NO. 24 OF 39
SHEET S-02
PROJ. NO. 400-089.01
DATE APRIL 01, 2021


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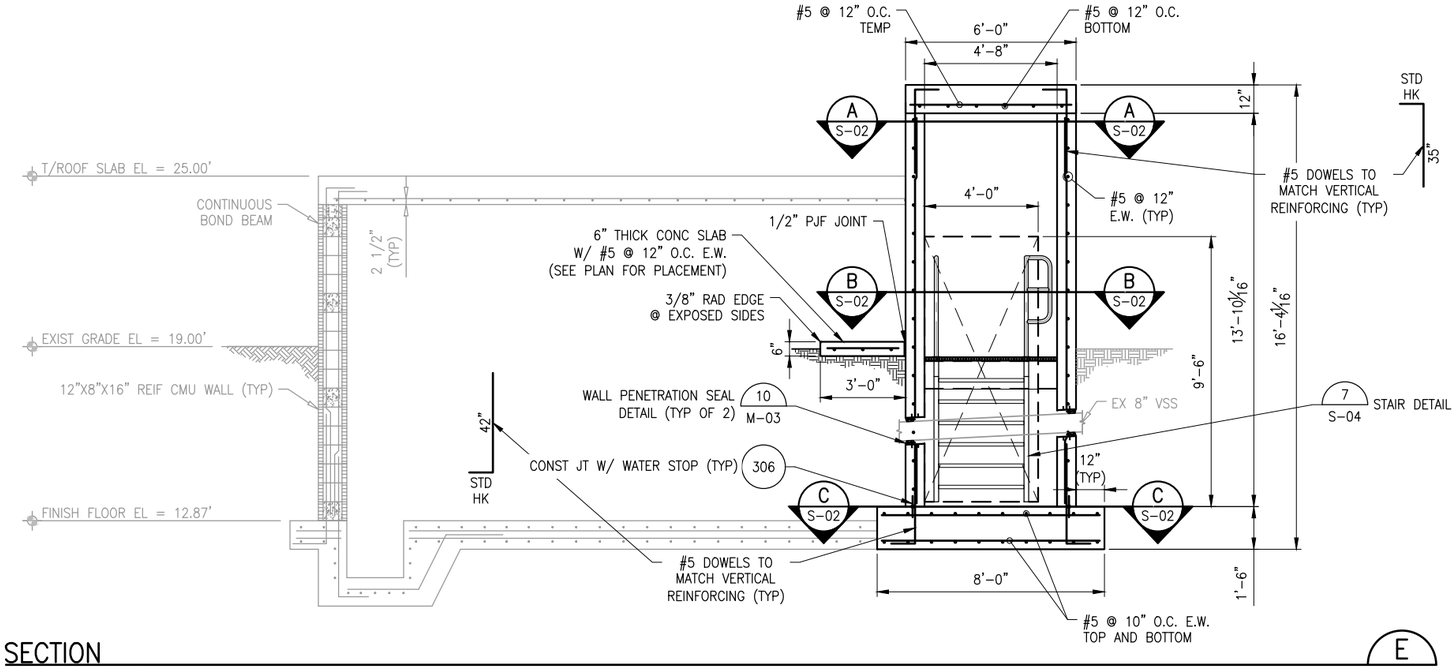

BID DOCUMENTS




## SECTION

SCALE: 3/8" = 1'-0"

D




## SECTION

SCALE: 3/8" = 1'-0"

E

## NOTES

1) EMBEDDED REINFORCING STEEL SHALL BE EPOXY SET WITH ATC HS-ICC, OR EQUAL. EMBED DEPTH SHALL BE 8".

2) ALL EXISTING HORIZONTAL AND VERTICAL SURFACES THAT ABUT NEW CONCRETE SHALL BE PREPARED PER THIS NOTE AS FOLLOWS.

   A. ROUGHEN EXISTING SURFACE MINIMUM 1/4" AMPLITUDE. WASH ALL DUST AND DEBRIS FROM ROUGHENED SURFACES PRIOR TO PLACEMENT OF NEW CONCRETE. AREA SHALL BE SATURATED, SURFACE DRY PRIOR TO PLACEMENT OF CONCRETE.

   B. PROVIDE HYDROPHILIC (SWELLING) WATER STOP, HYDROTITE BY SIKA OR EQUAL.

3) FIELD CUTTING OF BARS SHALL BE ACCEPTABLE, HOWEVER "NO FLAME CUTTING" OF BARS WILL BE ACCEPTABLE.

4) FIELD BENDING OF BARS SHALL NOT BE ALLOWED.

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APVD: S.WIDJAJA

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2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
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FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS,**

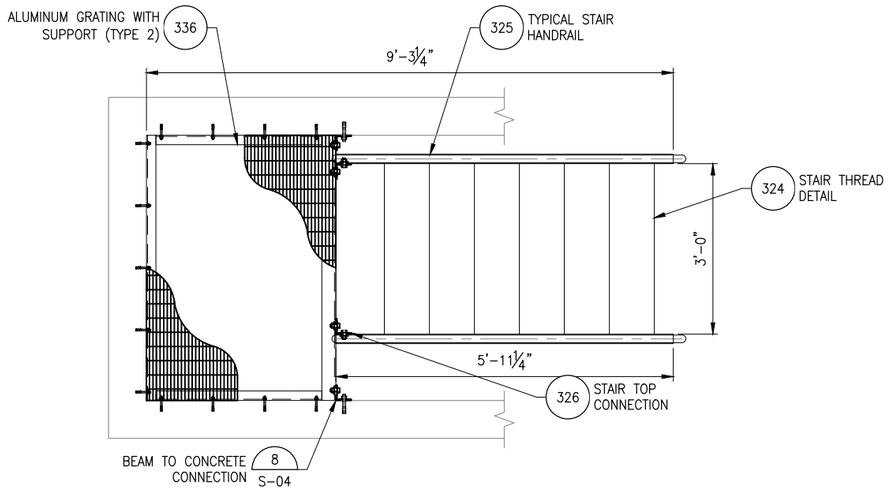
VACUUM PUMP STATION NO. 1 IMPROVEMENTS

STRUCTURAL
BUILDING SECTIONS

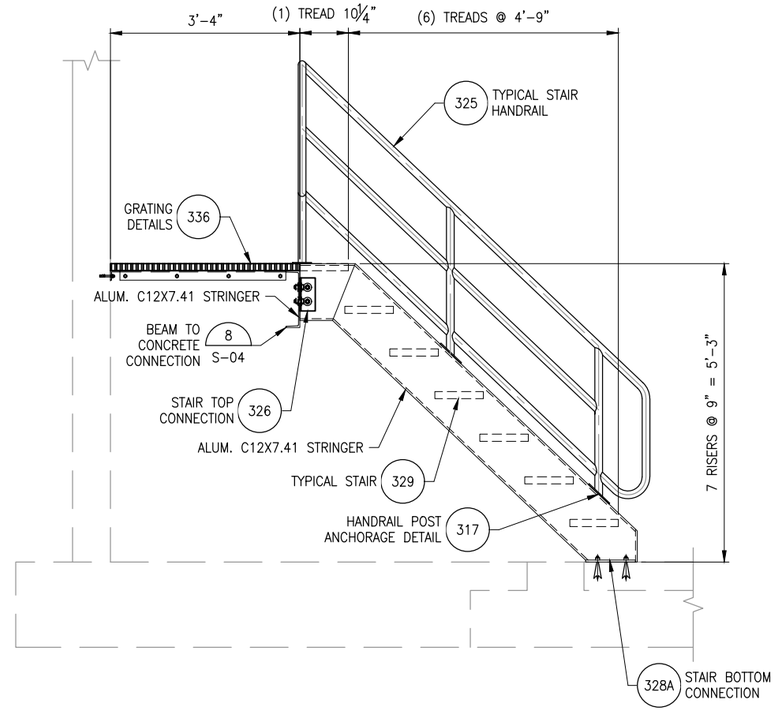
2021B-006
DWG NO. 25 OF 39
SHEET S-03
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

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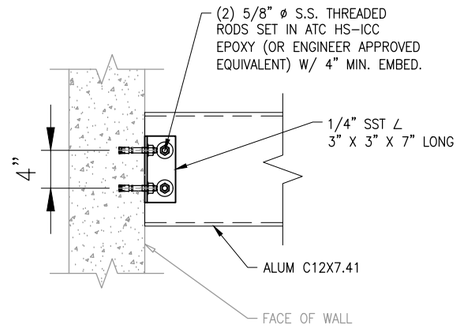

PLAN




ELEVATION

## STAIR DETAIL 7

SCALE: 3/4" = 1'-0"




## BEAM TO CONCRETE CONNECTION 8

SCALE: 1-1/2" = 1'-0"

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| | |
|---|---|
| DSGN: | C.DICKINSON |
| DR: | M.RAY |
| CHK: | D.HAMMANN |
| APVD: | S.WIDJAJA |

VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

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|---|---|---|---|---|

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2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
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FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

SPECIFIC DETAILS - STRUCTURAL

2021B-006

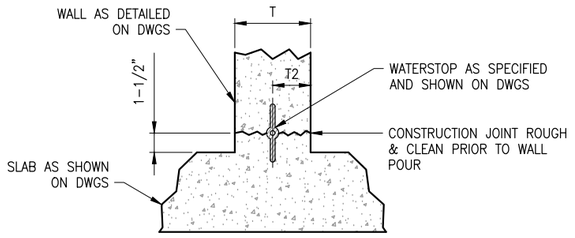
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|---|---|
| DWG NO. | 26 |
| OF | 39 |
| SHEET | S-04 |
| PROJ. NO. | 400-089.01 |
| DATE | APRIL 01, 2021 |

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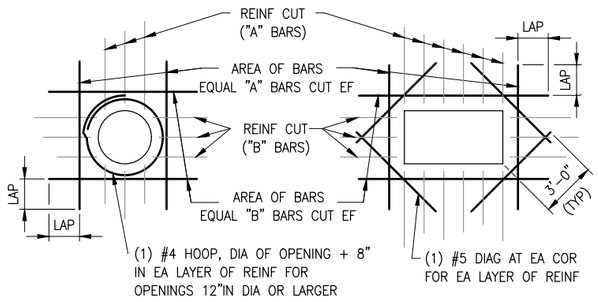
NOTES :

1) 1-1/2" DIMENSION ABOVE SLAB SHALL BE AT CONTRACTOR'S OPTION DEPENDENT ON FORM SYSTEM USED.




## WALL TO SLAB CONSTRUCTION JOINT

306

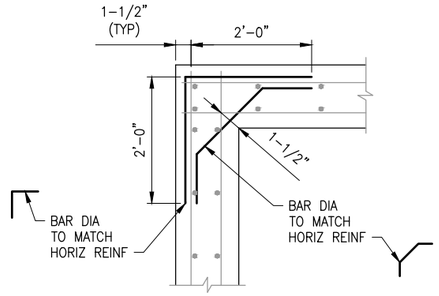



NOTES :

1) PROVIDE MIN LAP AS SHOWN ON DRAWINGS.
2) TYPICAL FOR ALL CONC WALLS & SLABS UNLESS OTHERWISE INDICATED ON DRAWINGS.
3) FOR ROUND OPENING LESS THAN 12", USE REINF PATTERN SAME AS FOR RECTANGULAR OPENINGS.
4) LAP = 30 BAR DIAMETERS (MINIMUM)

## TYPICAL REINFORCING AT OPENINGS

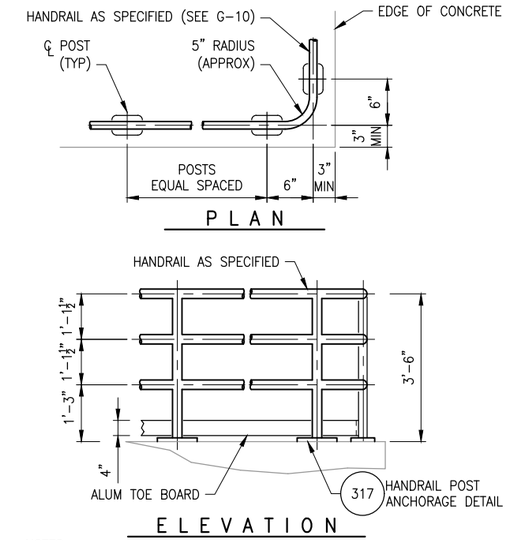
312




NOTE:
1) REQUIRED FOR EACH ROW OF HORIZONTAL REINFORCEMENTS.
2) HORIZONTAL AND VERTICAL REINFORCEMENTS PER DRAWINGS.

## TYPICAL CORNER REINFORCING

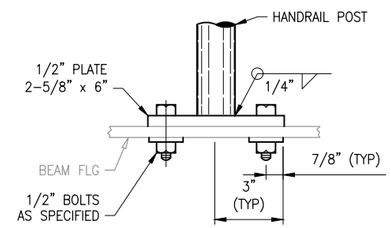
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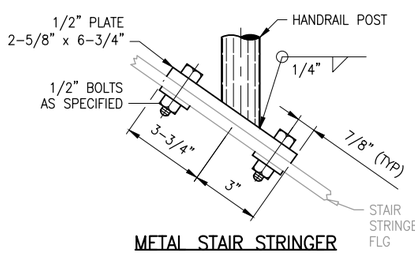

NOTES:
1) PROVIDE EXPANSION JOINT AND PROTECTIVE JOINT CASINGS AS PER SPECIFICATIONS.
2) SHOP DRAWINGS SHALL DETAIL TOE BOARD CONNECTION.

## TYPICAL HANDRAIL

316




BEAM CONNECTION



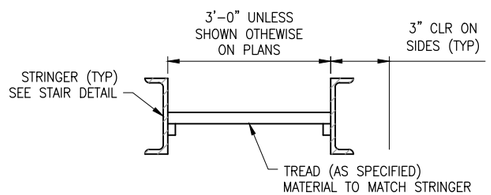

METAL STAIR STRINGER

NOTES:
1) BASE PLATE, HANDRAIL AND POST TO BE SAME THE MATERIAL. PROVIDE PROTECTION FOR DISSIMILAR AND CONCRETE AS PER SPECIFICATIONS.
2) WELD POST CONNECTION AS SHOWN FOR STEEL AND STAINLESS STEEL. FOR ALUMINUM PROVIDE CONNECTION DEVELOPING FULL PIPE STRENGTH FOR SHOP DRAWING REVIEW.

## HANDRAIL POST ANCHORAGE DETAILS

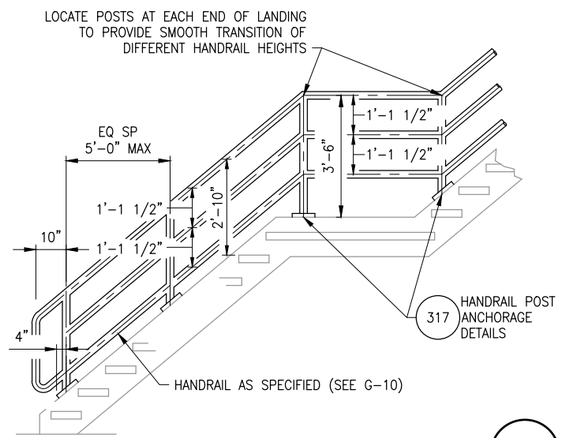
317

| STAIRWAY WIDTH | TREAD BEARING BARS ALUMINUM |
|---|---|
| UP TO 2'-3" | 1" X 3/16" |
| 2'-4" TO 2'-9" | 1-1/4" X 3/16" |
| 2'-10" TO 3'-3" | 1-1/2" X 3/16" |
| 3'-4" TO 4'-7" | 1-3/4" X 3/16" |



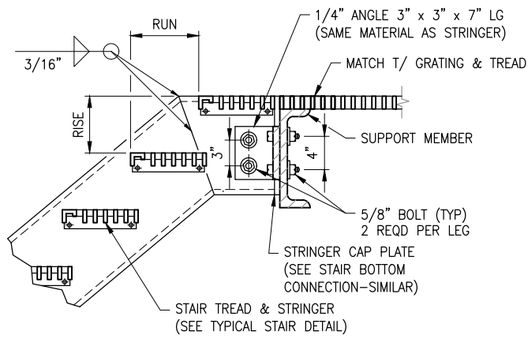

## STAIR TREAD DETAIL

324




## TYPICAL STAIR HANDRAIL

325




## STAIR TOP CONNECTION (TO METAL)

326


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(954) 510-4700 - FAX (954) 755-2741
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**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

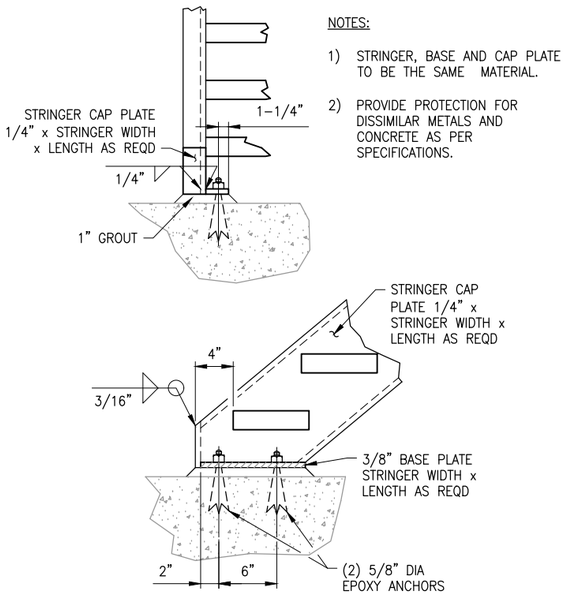
STANDARD DETAILS - STRUCTURAL

2021B-006

DWG NO. 27 OF 39
SHEET SD-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS


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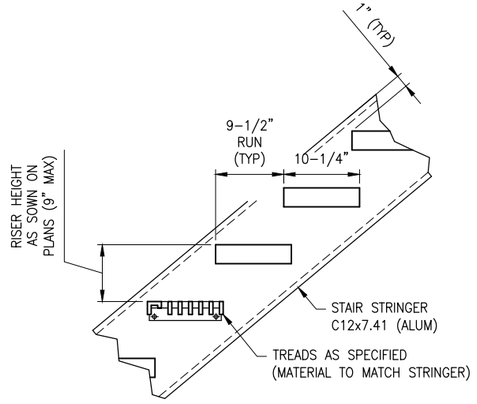



NOTES:

1) STRINGER, BASE AND CAP PLATE TO BE THE SAME MATERIAL.
2) PROVIDE PROTECTION FOR DISSIMILAR METALS AND CONCRETE AS PER SPECIFICATIONS.

## STAIR BOTTOM CONNECTION (TO CONCRETE)

328A




NOTES:

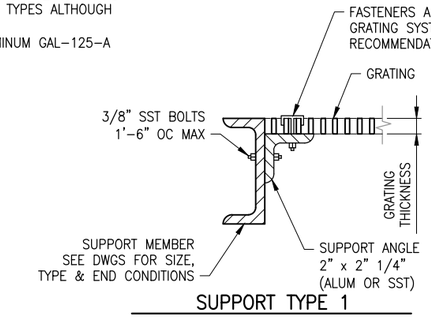
1) CHECK LOCAL BUILDING CODE REQUIREMENTS FOR STAIRS AND LANDINGS, FOR DIMENSIONS AND SPACINGS.

## TYPICAL STAIR

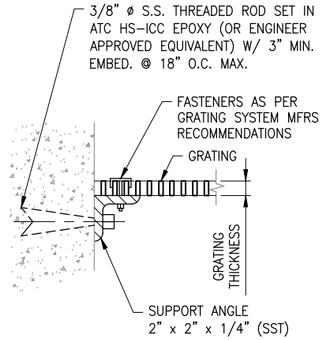
329

## NOTES

1) GRATING SPAN ◄——► SEE PLAN.
2) GRATING WIDTH SECTIONS SHALL BE BETWEEN 2'-0" AND 3'-0".
3) SHOP DRAWINGS SHALL BE SUBMITTED TO THE ENGINEER BASED ON FIELD DIMENSIONS PRIOR TO FABRICATION. SHOP DRAWINGS SHALL SHOW ALL GRATING SECTIONS AND BANDING.
4) UNLESS SHOWN ON PLANS, USE GRATING THICKNESS IN TABLE.
5) BEARING BAR THICKNESS FOR GRATING TO BE 3/16" MINIMUM.
6) BAND ALL EDGES WITH 1/4" x DEPTH OF BEARING BAR. ALL CUTOUTS THROUGH GRATING SHALL ALSO BE BANDED.
7) PROVIDE MISCELLANEOUS GRATING FASTENERS AS REQUIRED.
8) ALL SECTIONS OF GRATING SHALL BE REMOVABLE.
9) TYPE OF MATERIAL USED SHALL BE AS SHOWN ON PLANS OR AS SPECIFIED. THIS STANDARD DETAIL INCLUDES 2 TYPES ALTHOUGH BOTH MAY NOT BE INCLUDED IN PROJECT.
10) GRATING SHALL BE MCNICHOLS 1-1/4" AMLUMINUM GAL-125-A (OR ENGINEER APPROVED EQUAL)




SUPPORT TYPE 1




SUPPORT TYPE 2

## GRATING DETAILS

336

**ECKLER ENGINEERING, INC.**
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*(954) 510-4700 - FAX (954) 755-2741*
*CA No. 7803*

DSGN: C.DICKINSON
DR: M.RAY
CHK: D.HAMMANN
APVD: S.WIDJAJA

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

WGI
CERTIFICATE OF AUTHORIZATION NO. 6091
2035 VISTA PARKWAY
WEST PALM BEACH, FL 33411
Ph - 866.909.2220
CONSULTANT

TO THE BEST OF MY KNOWLEDGE AND ABILITY THE COMPLETED STRUCTURE DEPICTED ON THESE PLANS COMPLIES WITH THE APPLICABLE MINIMUM BUILDING CODES

SUHENDI WIDJAJA, P.E.
FLORIDA PE #74108

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

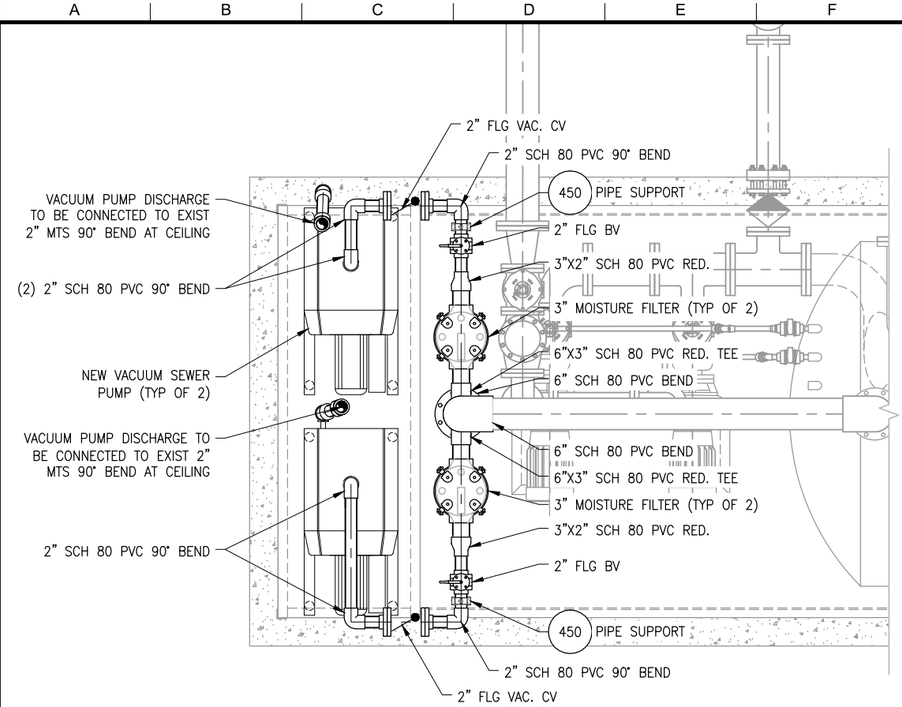
STANDARD DETAILS - STRUCTURAL

2021B-006

DWG NO. 28 OF 39
SHEET SD-02
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_SD-01.dwg; Plotted @: 4/13/2021 9:52:05 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

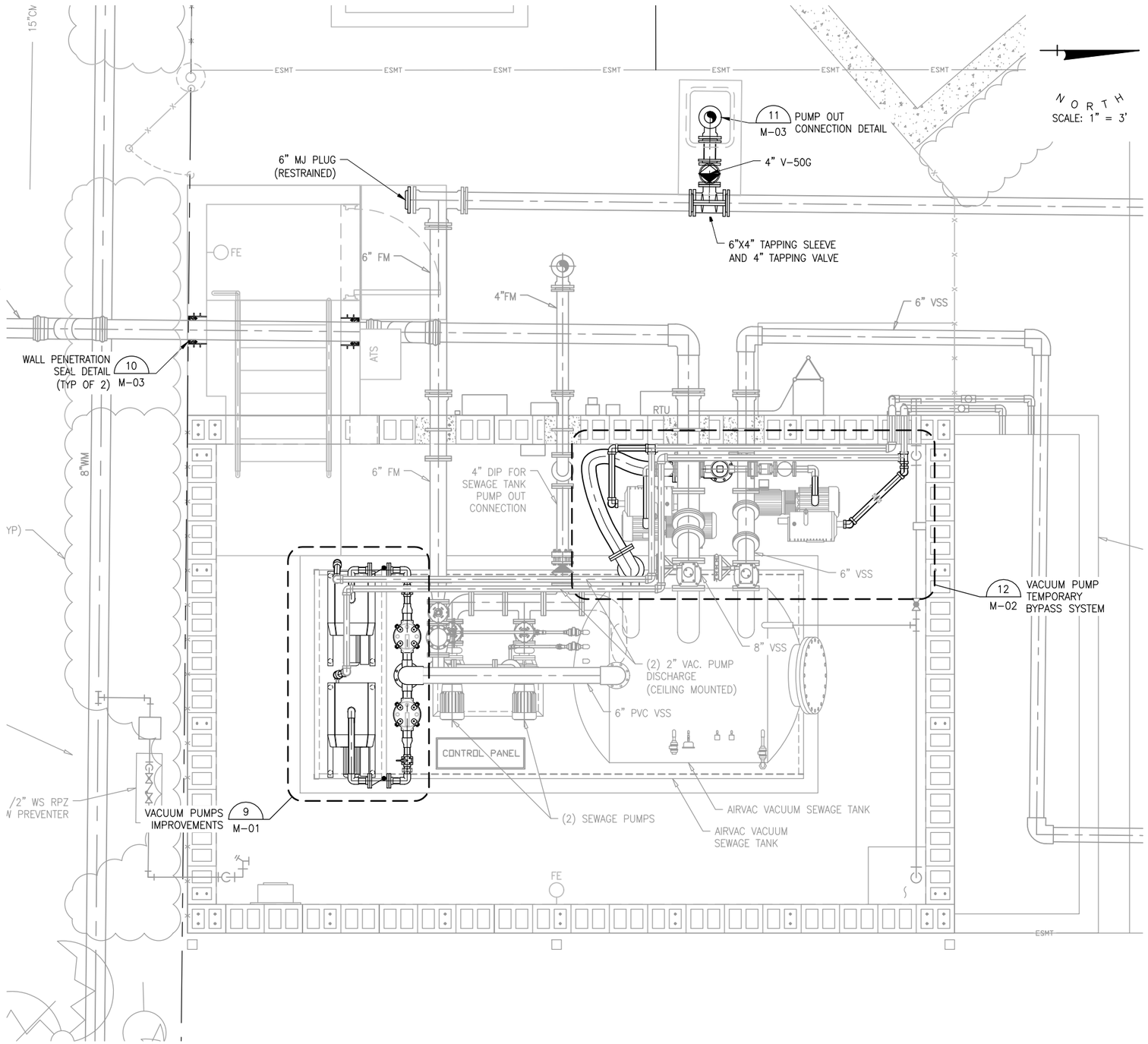
BID DOCUMENTS




## VACUUM PUMPS IMPROVEMENTS

9
M-01

SCALE: 3/4" = 1'-0"





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|---|---|
| DSGN: | C.DICKINSON |
| DR: | M.RAY |
| CHK: | D.HAMMANN |
| APVD: | D.HAMMANN |

VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

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|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

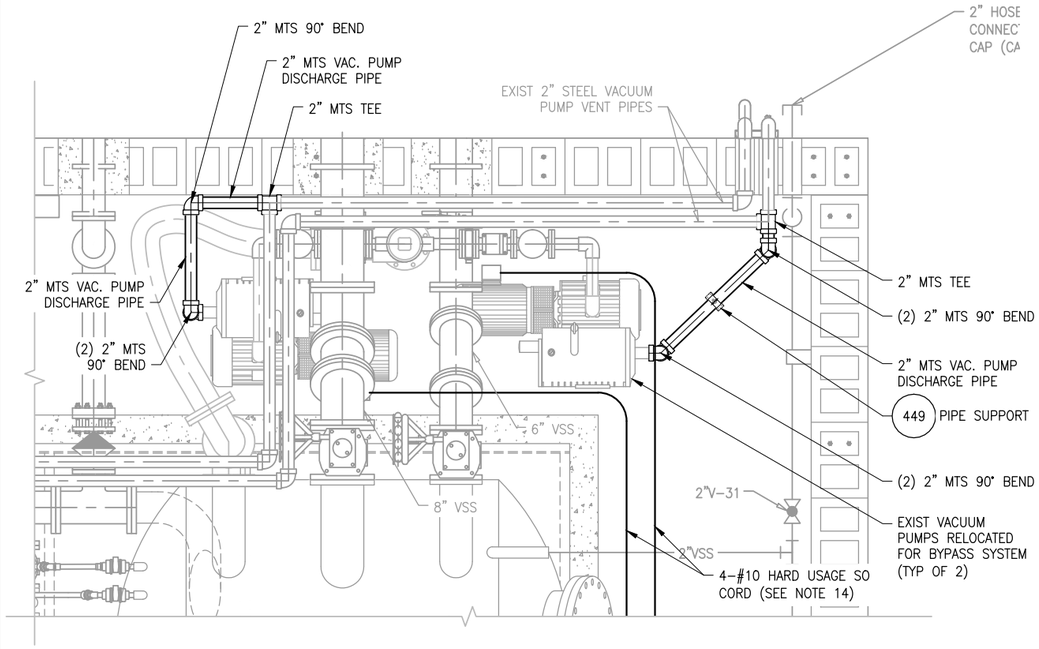
MECHANICAL IMPROVEMENTS PLAN

2021B-006

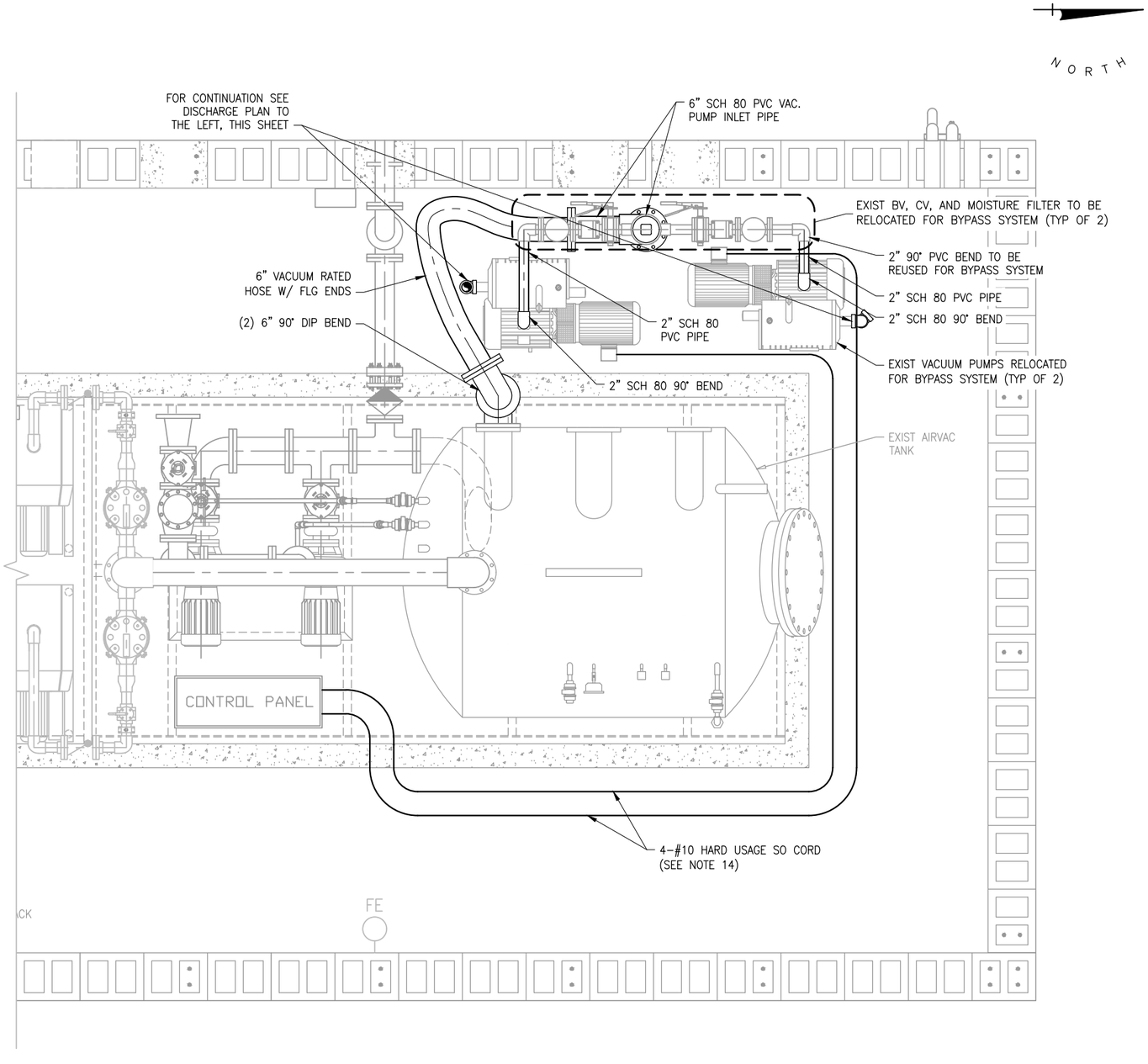
DWG NO. 29 OF 39 — SHEET M-01 — PROJ. NO. 400-089.01 — DATE APRIL 01, 2021

BID DOCUMENTS


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BYPASS VACUUM PUMPING DISCHARGE PLAN




VACUUM PUMPING SYSTEM BYPASS SUCTION PLAN

SCALE: 3/4" = 1'-0"

## NOTES

1) TEMPORARY BYPASS SYSTEM AND CONNECTION HOSES SHALL BE PROVIDED PER SPECS.
2) TEMPORARY SYSTEM INSTALLATION AND STARTUP ASSISTANCE SHALL BE AS SPECIFIED.
3) TEMPORARY BYPASS SYSTEM SHALL DEMONSTRATE PROPER OPERATION FOR 48 CONSECUTIVE HOURS PRIOR TO DEMOLITION OF EXISTING SYSTEM.
4) TEMPORARY BYPASS SYSTEM SHALL BE REMOVED FROM SERVICE AND DECOMMISSIONED FOLLOWING SUCCESSFUL INSTALLATION OF NEW VACUUM PUMPING SYSTEM.
5) CONTRACTOR SHALL COORDINATE LENGTH OF ALL REQUIRED VACUUM HOSES.
6) ALL CONNECTION AND SETUP REQUIREMENTS SHALL BE COORDINATED WITH SYSTEM SYPPLIER.
7) CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR OPERATION OF TEMPORARY BYPASS SYSTEM, 24 HOURS A DAY, 7 DAYS A WEEK (24/7) WHEN VACUUM STATION IS OPERATING ON BYPASS.
8) ALL MATERIAL AND INSTALLATION SHALL BE PROVIDED BY CONTRACTOR.
9) ALL BYPASS INSTALLATION AND REMOVAL LABOR SHALL BE PROVIDED BY CONTRACTOR.
10) EXIST VACUUM PUMPS TO BE RELOCATED AS SHOWN, BOLTED DOWN TO CONCRETE SLAB VIA EXPANSION ANCHORS.
11) ONCE REPLACEMENT VACUUM PUMPING SYSTEM IS OPERATIONAL, CONCTRACTOR SHALL REMOVE BYPASS PUMPING SYSTEM AND GROUT EXPANSION BOLT HOLES IN CONCRETE SLAB.
12) EXISTING RELOCATED PUMPS, VALVES AND OTHER COMPONENTS SHALL BE ANCHORED TO WALLS AND FLOOR TO ALLOW FOR OPERATION. PATCH ALL RESULTING HOLES AFTER DISASSEMBLY OF BYPASS SYSTEM.
13) CONTRACTOR SHALL PREPARE AND SUBMIT A COMPLETE BYPASS PUMPING PLAN. ENGINEERS APPROVAL OF BYPASS PLAN REQUIRED PRIOR TO IMPLEMENTATION.
14) CONTRACTOR SHALL FURNISH AND INSTALL TEMPORARY POWER CABLE FOR EACH RELOCATED PUMP. PUMPS SHALL BE FED FROM EXISTING VACUUM PUMP MOTOR STARTERS. COORDINATE ALL SHUTDOWNS AND POWER REVISIONS WITH OWNER. WIRE SIZE IS ESTIMATED, MATCH EXISTING.

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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DR: M.RAY
CHK: D.HAMMANN
APVD: D.HAMMANN

VERIFY SCALE
1"
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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

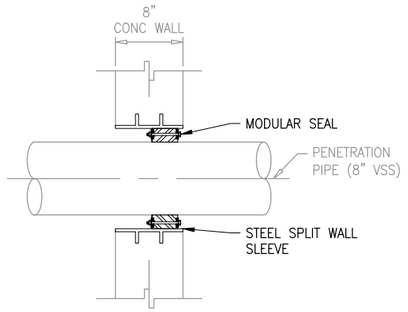
VACUUM PUMPING SYSTEM BYPASS SUCTION PLAN

2021B-006

DWG NO. 30 OF 39
SHEET M-02
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

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File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_M-02.dwg; Plotted @: 4/13/2021 9:52:33 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: 12 - Milestone

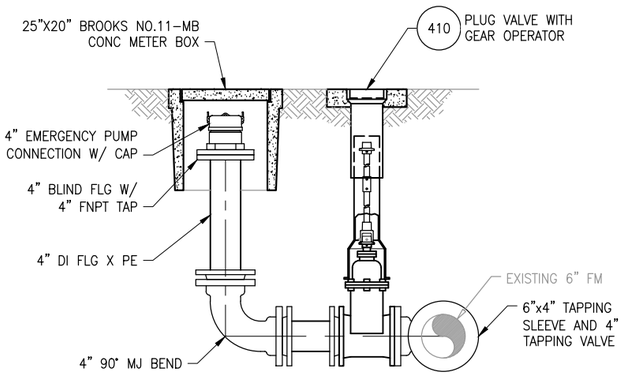



NOTES

1) DETAIL FOR USE WITH CONCRETE WALLS.
2) MAXIMUM HYDROSTATIC PRESSURE = 20 PSI (46 FT).
3) LINK SEALS SHALL BE MODEL LS-475-C-12 MODULAR SEAL, OR EQUAL.
4) STEEL SLEEVE SHALL BE GPT MODEL WS-12-37-S-12 SPLIT SLEEVES, BY LINK SEAL, OR EQUAL.

## WALL PENETRATION SEAL DETAIL 10

SCALE: N.T.S.




SOUTH VIEW

## PUMP OUT CONNECTION DETAIL 11

SCALE: N.T.S.

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FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

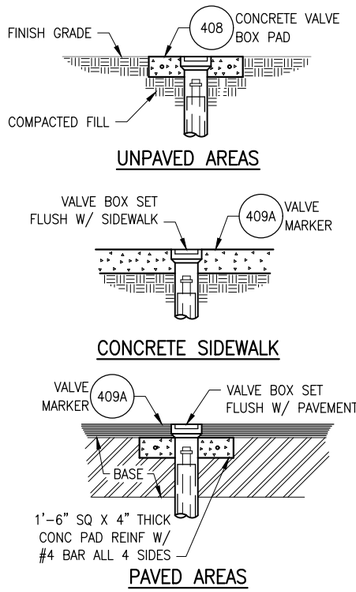
2021B-006

SPECIFIC DETAILS - MECHANICAL

DWG NO. 31 OF 39 | SHEET M-03 | PROJ. NO. 400-089.01 | DATE APRIL 01, 2021

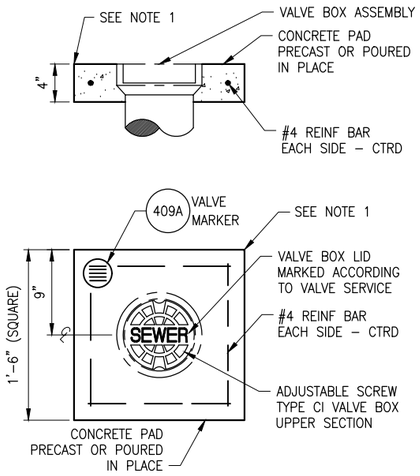
BID DOCUMENTS

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## VALVE BOX SETTING DETAIL

407



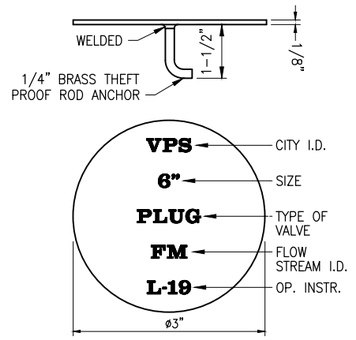

NOTES:
1. UTILIZE 3/8" RADIUS TOOLED EDGES IF PAD IS LOCATED IN UNPAVED AREAS.

## CONCRETE VALVE BOX DETAIL

408

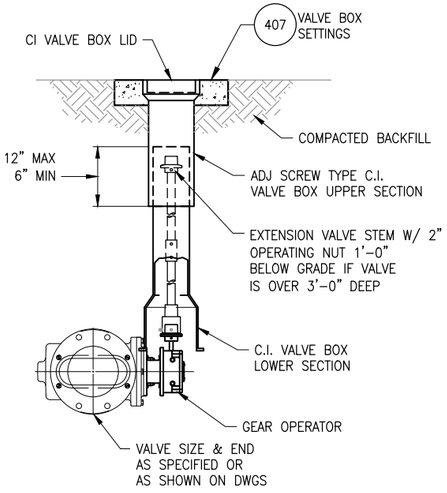
NOTES:
1) TOP OF BRASS MARKER MUST BE FLUSH WITH SURROUNDING SURFACE AND NOT CREATE A 1/8" TRIPPING HAZARD.

2) FLOW STREAM I.D.'S:
WM = WATER MAIN
FM = FORCE MAIN
VAC = VACUUM MAIN



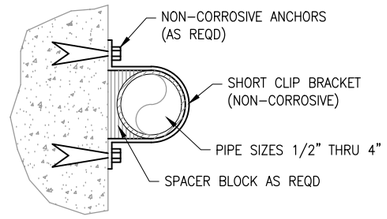

## BURIED VALVE MARKER

409A



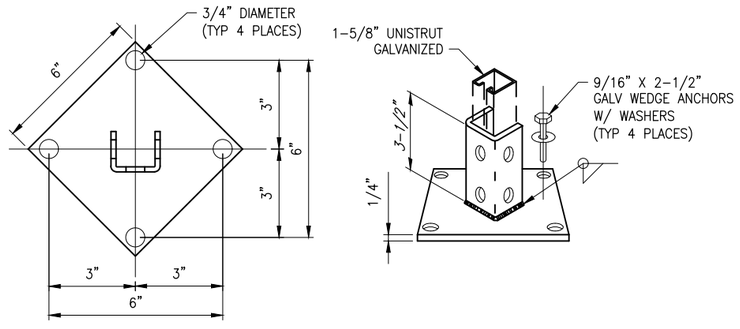

## PLUG VALVE WITH GEAR OPERATOR

410




## PIPE SUPPORT (AT WALL)

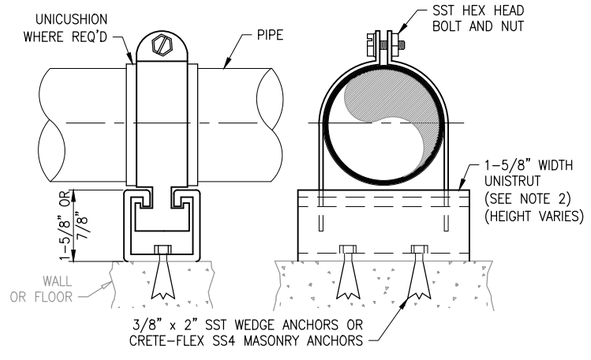
444




NOTES:
1) CUT OUT ROOFING AND FASTEN BASE PLATE TO CONCRETE ROOF DECK AT MAXIMUM 8'-0" ON CENTER AND WITHIN 1'-0" OF TEE OR ELBOW.
2) WATER PROOF AREA WITH MASTIC IMMEDIATELY AFTER INSTALLING BASE PLATE.
3) HAVE A LICENSED ROOFER INSTALL PITCH PAN AROUND BASE PLATES AS SOON AS POSSIBLE.
4) COLD GALVANIZE FIELD CUT ENDS OF UNISTRUT.
5) PROVIDE PIPE BRACKET AS PER DETAIL (445).

## PIPE SUPPORT BASE

447



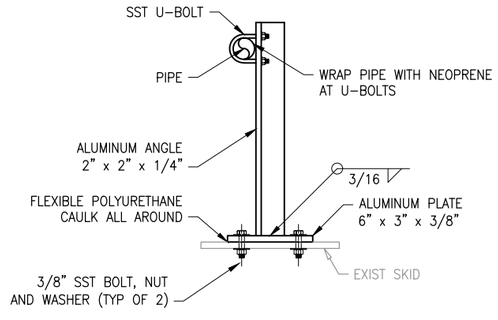

NOTES:

1) PIPING SUPPORTS SHALL BE AS SPECIFIED IN SECTION 15400–PLUMBING.

2) APPLICATION SHALL BE AS FOLLOWS:
- SST MATERIALS AS NOTED FOR GENERAL INDOOR/OUTDOOR INSTALLATION, SST UNISTRUT OR EQUAL.
- FRP/VINYLESTER MATERIAL SHALL BE USED FOR CORROSIVE AREAS OR CHEMICAL HANDLING AREAS, AICKINSTRUT 2000 SERIES, OR EQUAL.

## PIPE SUPPORT

449




## PIPE SUPPORT

450

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(954) 510-4700 - FAX (954) 755-2741
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| | |
|---|---|
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VERIFY SCALE — 1" — BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
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CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FLORIDA PE #50589

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

STANDARD DETAILS - MECHANICAL

2021B-006

DWG NO. 32 OF 39 | SHEET MD-01 | PROJ. NO. 400-089.01 | DATE APRIL 01, 2021

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# ELECTRICAL LEGEND

- RACEWAY EXPOSED
- RACEWAY CONCEALED
- LIGHTING RACEWAY EXPOSED
- LIGHTING RACEWAY CONCEALED
- RACEWAY TURNED UP / DOWN
- MOTOR (HP), WELL PUMP (HP)
- TRANSFORMER, WET / DRY
- FUSE
- CIRCUIT BREAKER
- CAPACITOR
- ON–OFF SWITCH
- LIGHTNING ARRESTOR
- DISCONNECT SWITCH
- GROUND SYMBOL
- CONTACT, NORMALLY OPEN, W/ NEMA SIZE INDICATED
- CONTACT, NORMALLY CLOSED, W/ NEMA SIZE INDICATED
- LEVEL SWITCH, FLOAT, SINGLE POLE SINGLE THROW
- LEVEL SWITCH, FLOAT, SINGLE POLE DOUBLE THROW
- PRESSURE SWITCH
- LIMIT SWITCH
- THERMAL SWITCH
- PILOT LIGHT
- HEATER
- ELAPSE TIME METER
- SELECTOR SWITCH
- PUSH BUTTON
- RED. MAINTAINED BUTTON
- TIMING CONTACT
- FLOW SWIITCH
- CONTROL RELAY, MOTOR
- ETHERNET SYMBOL
- BONDING
- GFW
- FROM THIS POINT
- STARTER, COMBINATION
- STARTER MANUAL
- SOLENOID VALVE
- MOTOR OPERATED VALVE

- LIGHT, SURFACE / WALL MOUNTED
- EMERGENCY LIGHT, WALL / CEILING MOUNTED
- LIGHT, WALL PACK
- EXIT LIGHT, WALL OR CEILING MOUNTED
- LIGHT FIXTURE, FLUORESCENT, HANGING / SURFACE MOUNTED
- LIGHT FIXTURE, FLUORESCENT, 2x4 LAY–IN GRID SYSTEM
- LIGHT FIXTURE, FLUORESCENT, 2x4 HANGING / SURFACE MOUNTED
- LIGHT, POLE MOUNTED
- PANELBOARD, ELECTRIC / LIGHTING
- METER CAN
- TRANSFORMER
- EXHAUST FAN, CEILING MOUNTED
- RECEPTACLE, SIMPLEX 14" A.F.F.
- RECEPTACLE, DUPLEX 14" A.F.F.
- RECEPTACLE, DUPLEX FLUSH W/ FLOOR
- RECEPTACLE, DUPLEX GFI
- RECEPTACLE, DUPLEX WEATHER PROOF
- RECEPTACLE, CEILING MOUNTED
- RECEPTACLE, QUAD
- RECEPTACLE, SPECIAL OUTLET AS REQUIRED
- SWITCH, SINGLE POLE, 48" A.F.F.
- SWITCH, TWO POLE, 48" A.F.F.
- SWITCH, THREE POLE, 48" A.F.F.
- TELEPHONE JACK
- JUNCTION BOX
- SMOKE DETECTOR
- CARBON MONOXIDE DETECTOR
- HEAT DETECTOR
- GAS DETECTOR
- FLOOD DETECTOR
- CIRCUIT TAG, PANELBOARD "A", CIRCUIT 1 & 3
- CONDUIT TAG, REFER TO RISER OR ONE–LINE DIAGRAM
- CONDUIT TAG, MULTIPLE RUNS, SHOW W/ SINGLE LINE FORMAT

AFF ABOVE FINISHED FLOOR
AL ALARM LIGHT
AS AMP SWITCH
ATS AUTOMATIC TRANSFER SWITCH
CB CIRCUIT BREAKER
CCB CONTROL CIRCUIT BREAKER
CPB CONTROLS PULL BOX
CR CONTROL RELAY
C&W CONDUIT & WIRE
C/P CONTROL PANEL
C/S CONTROL STATION
DISC DISCONNECT SWITCH
DPST DOUBLE POLE SINGLE THROW
ETM ELAPSED TIME METER
FT FLOW TRANSMITTER
FIT FLOW INDICATING TRANSMITTER
FOL1 FOLLOW 1 PUMP
FPB FLUSH PULL BOX
FVNR FULL VOLTAGE NON–REVERSING
FVR FULL VOLTAGE REVERSING
FV,2S,2W FULL VOLTAGE, 2 SPEED, 2 WINDING
GFI GROUND FAULT INTERRUPTER
GST GROUND STORAGE TANK
HOA HOND–OFF–AUTO
HOR HAND–OFF–REMOTE
IPB INSTRUMENTATION PULL BOX
ISO ISOLATOR
LA LIGHTNING ARRESTOR
LC LIGHTNING CONTRACTOR
LEAD LEAD PUMP
LS LEVEL SWITCH
M MOTOR STARTER
MCC MOTOR CONTROL CENTER
MCP MOTOR CONTROL PANEL
MLO MAIN LUG ONLY
OL OVER LOAD RELAY
PB PUSH BUTTON
PLC PROGRAMMABLE LOGIC CONTROLLER
PM PHASE MONITOR
PNLB PANEL BOARD
PPB POWER PULL BOX
PS PRESSURE SWITCH
R,G,A RED, GREEN, AMBER PILOT LIGHT
REC RECORDER
RIC RELAY INTERFACE CABINET
R/O READ OUT
SC SURGE CAPACITOR
SPB SIGNAL PULL BOX
SS SELECTOR SWITCH, 316 SST
TC TIME CLOCK
TD TIME DELAY
TH THERMOSTAT
TOT TOTALIZER
TS TEST SWITCH
TX TRANSFORMER
VJB VIDEO JUNCTION BOX
W/P WEATHER PROOF
WW WIRE WAY
PL PLATE
PLCS PLACES
WM WATER MAIN

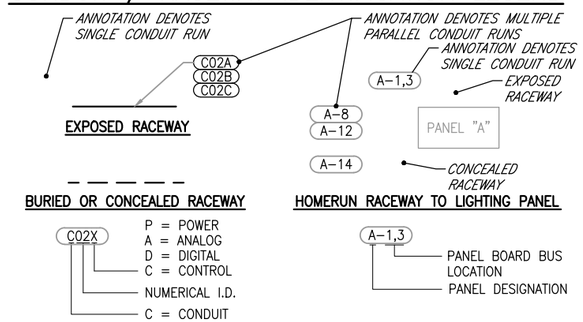
# MATERIAL SCHEDULE

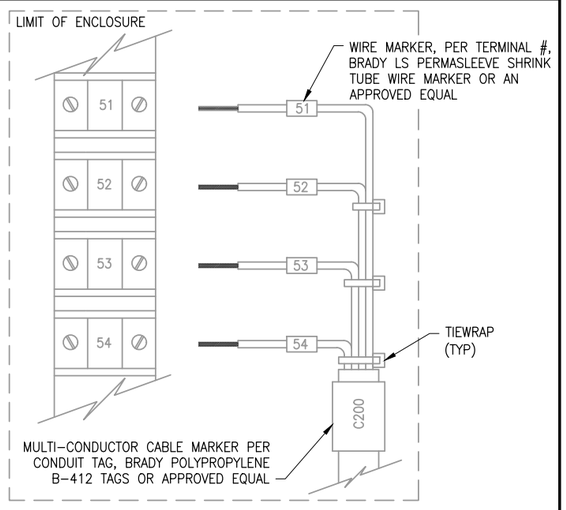
| LOCATION | CONDUIT | ENCLOSURE MATERIALS | ENCLOSURE NEMA RATING | FASTENERS, STRUT, THREADED ROAD, ETC. | REMARKS |
|---|---|---|---|---|---|
| **INTERIOR** | | | | | |
| EXPOSED IN AIR CONDITIONED EQUIPMENT ROOMS | PVC SCH 80 | PAINTED STEEL | 1, GASKETED | GALVANIZED STEEL | |
| EXPOSED IN PUMP ROOMS, EQUIPMENT ROOMS, ETC. (NOT AIR CONDITIONED) | PVC SCH 80 | 316 STAINLESS STEEL | 3R, MODIFIED NEMA 12 | 316 STAINLESS STEEL | |
| EXPOSED IN CHEMICAL ROOMS, ETC. | PVC SCH 80 | FRP | 4X | FRP | |
| CONCEALED IN OFFICES, CONTROL ROOMS, ATTICS, ETC. | ELECTRICAL METALLIC TUBING, GALVANIZED STEEL | PAINTED STEEL | 1 | GALVANIZED STEEL | |
| CONCEALED IN BLOCK WALLS, POURED CONCRETE WALLS, ETC. | PVC SCH 40 | N/A | N/A | GALVANIZED STEEL | |
| **EXTERIOR** | | | | | |
| BELOW GRADE | PVC SCH 40 | CONCRETE BOXES | N/A | 316 STAINLESS STEEL | |
| ABOVE GRADE | PVC SCH 80 | 316 STAINLESS STEEL | 4X | 316 STAINLESS STEEL | |

GENERAL NOTES

1. THE SCHEDULE SHALL ESTABLISH THE MINIMUM LEVEL OF QUALITY FOR MATERIALS, UNLESS OTHERWISE INDICATED BY THE DRAWINGS OR NOTED IN THE SPECIFICATIONS.
2. THE SCHEDULE SHALL NOT APPLY TO POWER TRANSFORMERS, LIGHT FIXTURES AND LIGHT POLES. THESE ELEMENTS ARE NOTED OR INDICATED ELSEWHERE.
3. PVC COATED RGS WHERE NOTED OR INDICATED ON DRAWINGS.

# CONDUIT / RACEWAY IDENTIFICATION LEGEND




## TERMINATION EXAMPLE DETAIL

SCALE : N.T.S.

# GENERAL ELECTRICAL NOTES

1) ALL CONDUITS AND WIRE SHALL BE LABELED PER STANDARD DETAILS.
2) THE CONTRACTOR SHALL VERIFY EXACT LOCATION OF ELECTRICAL ENCLOSURES AND CONDUIT ENTRANCES OF ALL EQUIPMENT AGAINST APPROVED SHOP DRAWINGS BEFORE STUBBING UP CONDUITS.
3) CONDUIT FOR FUTURE EQUIPMENT OR EXTENSION SHALL BE TERMINATED AS SHOWN IN DETAILS OR AS SPECIFIED. ALL EXPOSED CONDUIT STUB UPS SHALL BE CAPPED.
4) CONNECTION BETWEEN RIGID CONDUIT AND MOTOR TERMINAL BOX SHALL BE LIQUID–TIGHT FLEXIBLE METAL CONDUIT.
5) EXPOSED CONNECTIONS SHALL BE LIQUID–TIGHT FLEXIBLE METAL CONDUIT WITH APPROVED GROUNDING FITTINGS AND SHALL NOT EXCEED 30" IN LENGTH FOR 2" SIZE FITTINGS AND LARGER. MAXIMUM LENGTH OF 18" FOR SIZES 1" AND SMALLER.
6) CONDUITS TERMINATING AT SWITCHBOARD, MOTOR CONTROL CENTER, POWER PANELS, CONTROL CABINETS, ETC., SHALL BE EQUIPPED WITH A GROUNDING BUSHING 'OZ' TYPE 'GB' AND GROUNDED AS INDICATED ON DRAWINGS OR PER NEC SECTION ARTICLE 250.
7) EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH APPROVED SHOP DWG, ADJUSTMENT OR ALTERATIONS SHALL BE MADE WITH ENGINEERS APPROVAL.
8) MOTOR CONTROL CENTERS, SWITCHBOARDS, SWITCHGEAR AND ALL FREE STANDING PANELS SHALL BE SET ON CONCRETE HOUSEKEEPING PAD AS SHOWN IN DETAILS, UNLESS OTHERWISE INDICATED.
9) IN CASE OF INTERFERENCE BETWEEN ELECTRICAL EQUIPMENT SHOWN ON THE DRAWINGS AND OTHER EQUIPMENT OR CONFLICTS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING AND THE ENGINEER SHALL REVIEW THE PROPOSED CHANGES BEFORE THEY ARE MADE.
10) ALL OUTDOOR DEVICES SHALL BE "IN–USE" WEATHERPROOF.
11) ALL RECEPTACLES IN OUTDOOR OR ANTICIPATED WET AREAS SHALL BE GROUND FAULT INTERRUPTER RECEPTACLES.
12) ALL RECEPTACLES SHALL BE MOUNTED 14" ABOVE FLOOR SURFACE UNLESS OTHERWISE INDICATED.
13) LOCATION OF PULLBOXES ARE APPROXIMATE. CONTRACTOR SHALL COORDINATE EXACT LOCATION OF PULL BOXES WITH MECHANICAL PIPING AND/OR OTHER SITE WORK. ANY FIELD ADJUSTMENTS SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
14) CONTRACTOR SHALL PROVIDE PULLBOXES WHERE THEY ARE REQUIRED TO MAKE A WORKABLE INSTALLATION WHETHER INDICATED BY DRAWINGS OR NOT.
15) SEE SPECIFICATIONS DIVISION 16 FOR ADDITIONAL NOTES AND REQUIREMENTS.
16) CONTRACTOR SHALL DUCT SEAL ALL ELECTRICAL CONDUITS ENTERING CONTROL PANELS, SWITCHBOARDS, PANEL BOARDS, SAFETY SWITCHES AND THE LIKE. DUCT SEAL SHALL ALSO BE APPLIED TO CONDUITS ENTERING CHEMICAL AREAS SUCH AS CHLORINE ROOMS AND THE LIKE TO PROHIBIT GAS MICRATION TO OTHER AREAS. DUCT SEAL SHALL BE APPLIED TO CONDUITS AT BOTH ENDS. DUCT SHALL BE PUG DUCT SEAL BY GB ELECTRICAL OR EQUAL.


ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803


DSGN: D,RICE
DR: M,RAY
CHK: C,DICKINSON
APVD: D,HAMMANN

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|


RC Engineering, Inc.
ELECTRICAL CONSULTANTS
5532 NW 106th DRIVE
CORAL SPRINGS, FL 33076
(954) 757–7900
EMAIL: DRICE@RC–ENG.com
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CONSULTANT
DAVID L. RICE, P.E.
FLORIDA PE #34343


PROJ. NO 99 - 2021B-006

**VILLAGE OF PALM SPRINGS,**

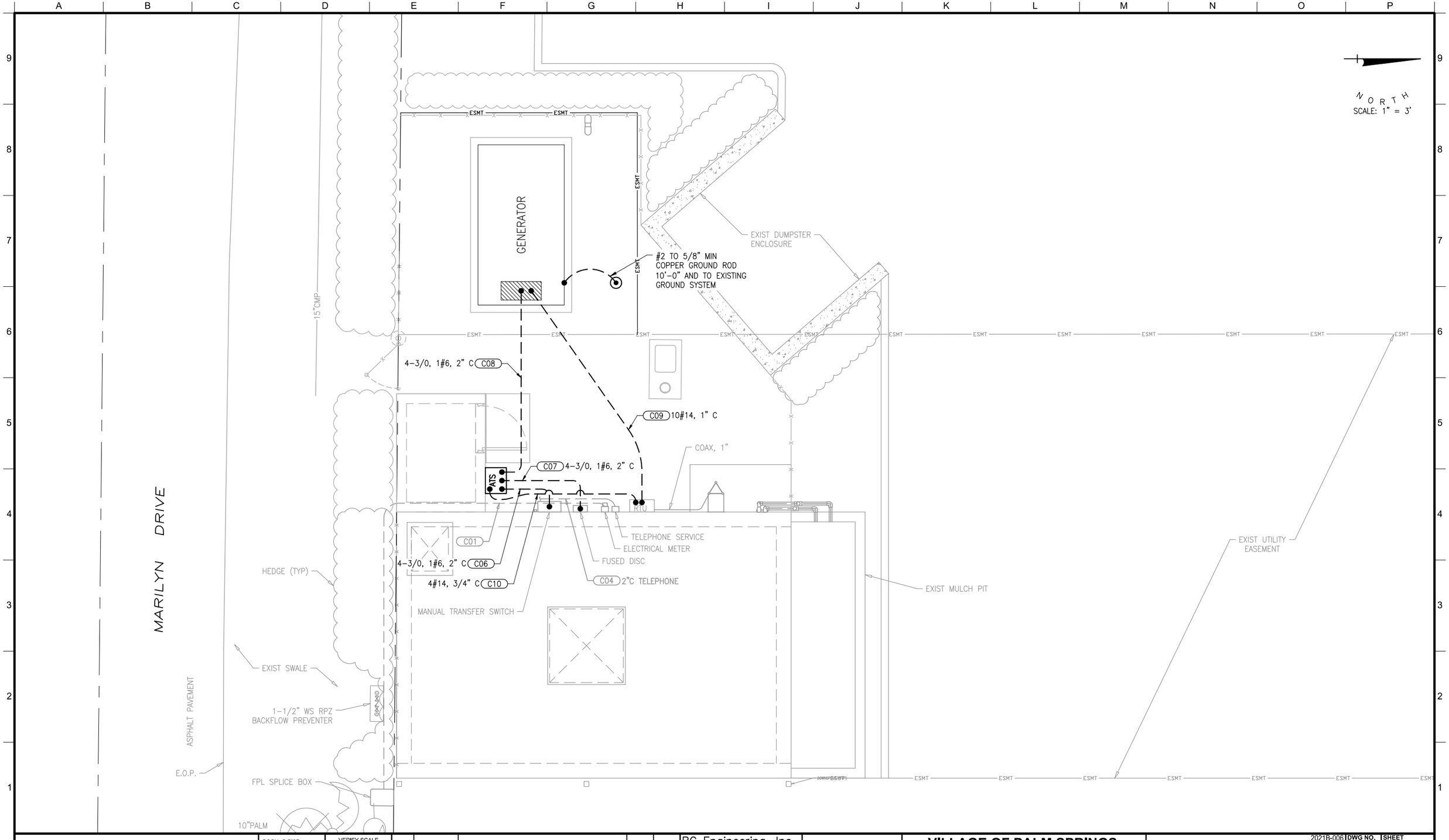
VACUUM PUMP STATION NO. 1 IMPROVEMENTS

ELECTRICAL NOTES AND LEGENDS

DWG NO. 33 OF 39
SHEET E-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS


File name: C:\Civil 3D Projects\400-089.01_Vacuum Pump Station No. 1 Improvements\01_Working\400-089_E-01; Plotted @: 4/13/2021 9:53:09 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: BID DOCUMENTS




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**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

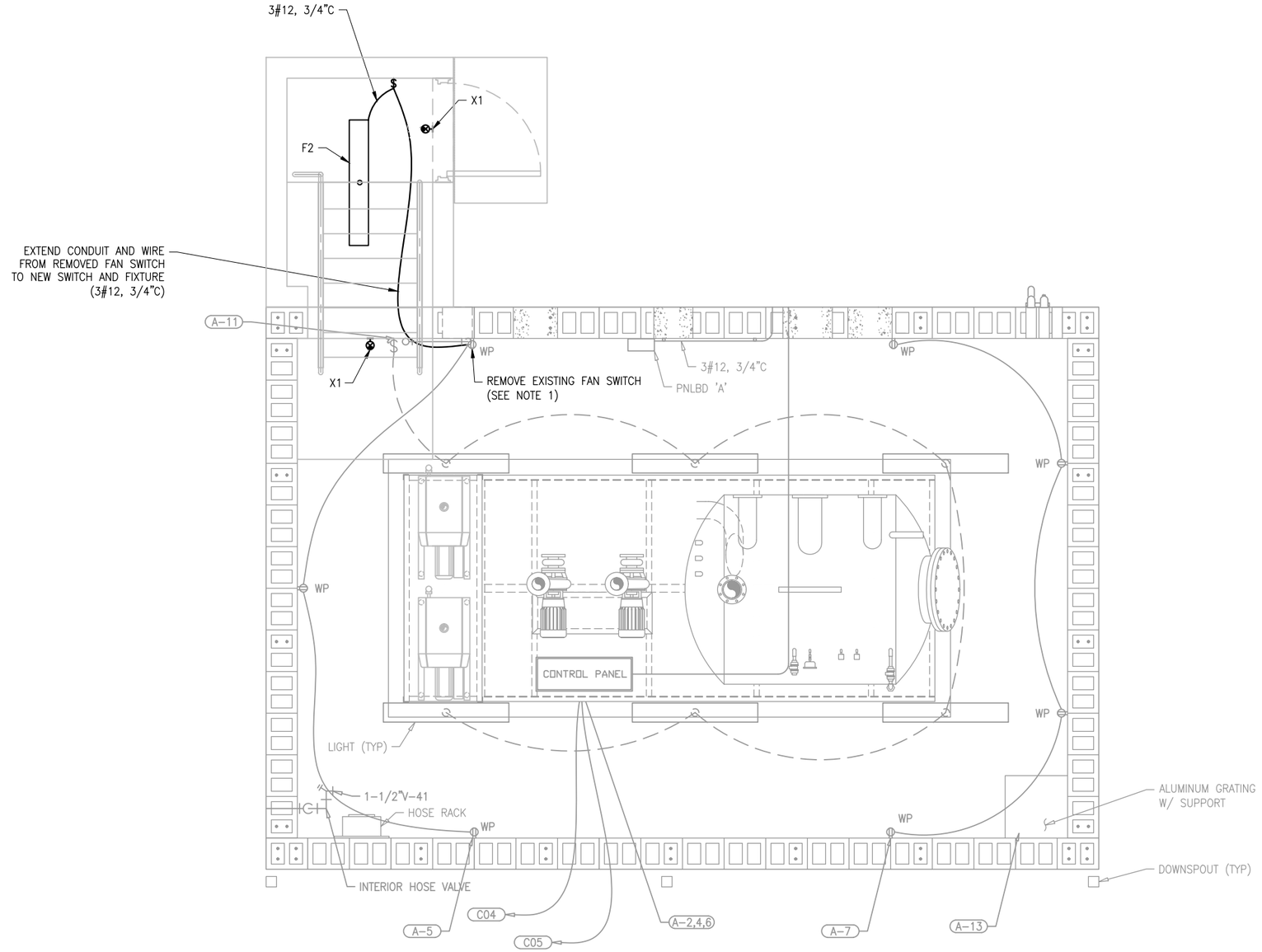
# ELECTRICAL SITE PLAN

2021B-006

| | |
|---|---|
| DWG NO. | 34 |
| OF | 39 |
| SHEET | E-02 |
| PROJ. NO. | 400-089.01 |
| DATE | APRIL 01, 2021 |

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BID DOCUMENTS




NORTH

## ELECTRICAL SITE PLAN

SCALE: 1/2" = 1'-0"

## NOTES

1) UPDATE AND REPLACE SCHEDULE IN PNLBD "A".
2) EXTEND EXISTING CONDUIT AND WIRE FROM EXISTING TO RELOCATED GENERATOR RECEPTACLE LOCATION. MATCH EXISTING CONDUIT AND WIRE.


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| | |
|---|---|
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| DR: | M.RAY |
| CHK: | C.DICKINSON |
| APVD: | D.HAMMANN |

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| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|


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5532 NW 106th DRIVE
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EMAIL: DRICE@RC-ENG.com
LICENSE NO. CA0004755
CONSULTANT
99 - PROJ. NO.
DAVID L. RICE, P.E.
FLORIDA PE #34343


**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

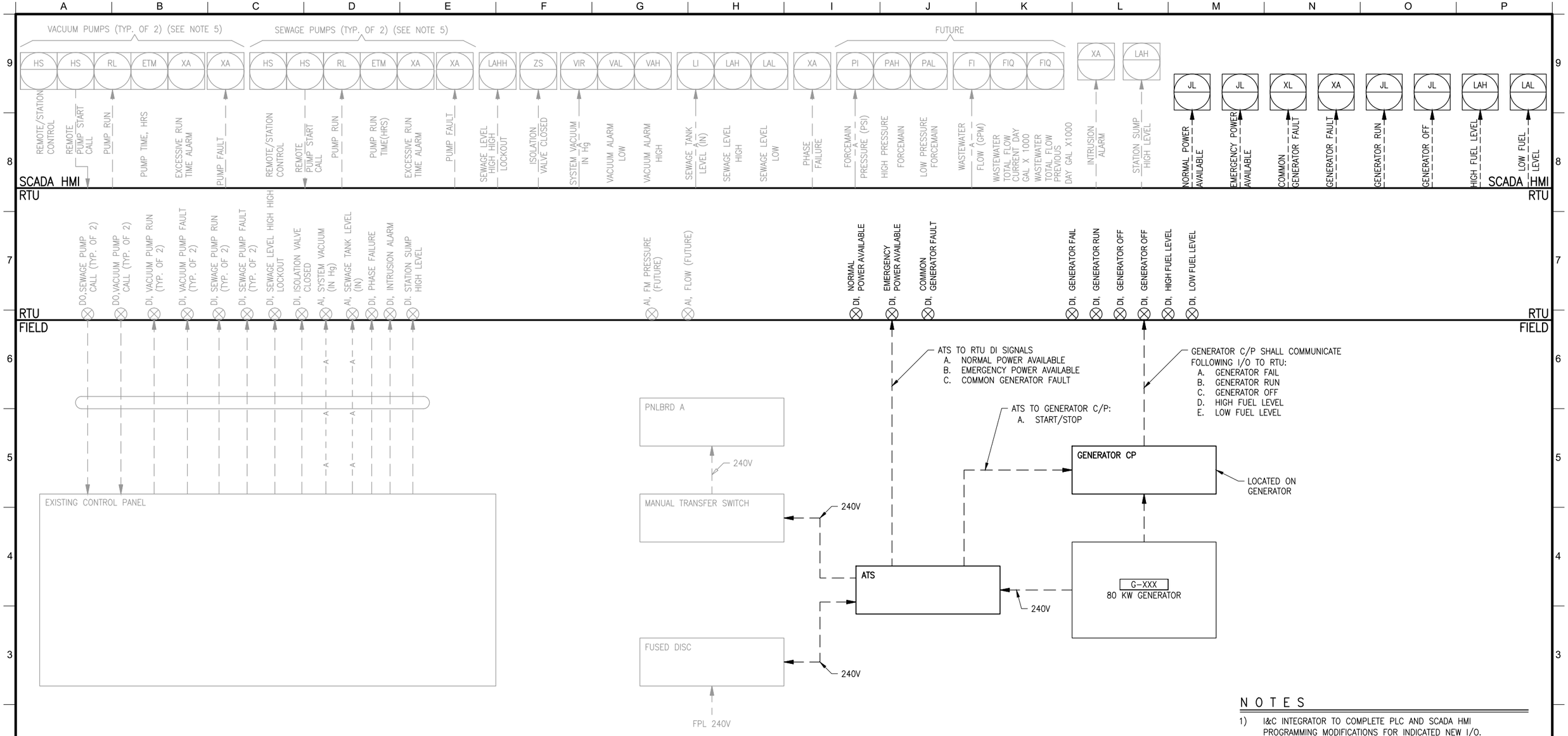
ELECTRICAL MODIDFICATION FLOOR PLAN

2021B-006

| | |
|---|---|
| DWG NO. | 35 |
| OF | 39 |
| SHEET | E-03 |
| PROJ. NO. | 400-089.01 |
| DATE | APRIL 01, 2021 |

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## NOTES

1) I&C INTEGRATOR TO COMPLETE PLC AND SCADA HMI PROGRAMMING MODIFICATIONS FOR INDICATED NEW I/O.
2) I&C INTEGRATOR SHALL PROVIDE SUBMITTAL OF IMPROVEMENTS INCLUSIVE OF REVISED RTU DRAWINGS AND COMPONENT DATA SHEETS.
3) I&C INTERGRATOR SHALL BE ENGINEER SERVICE CORP, CC CONTROL CORP, OR EQUAL.
4) I&C INTEGRATOR SHALL UPDATE SCADA DATA VASE AND HMI SCREENS FOR THE NEW I/O TAGS, INCLUDE ALL LOCAL RTU AND SCADA COMPUTER PROGRAMMING REVISIONS, FOR COMPLETE FUNCTIONALITY.
5) ALL SCADA REVISIONS SHALL HAVE THE FUNCTIONALITY OF SIMILAR EXISTING I/O.

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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
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| No. | DATE | REVISIONS | BY | APVD |
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**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

ELECTRICAL ONE LINE DIAGRAM

2021B-006

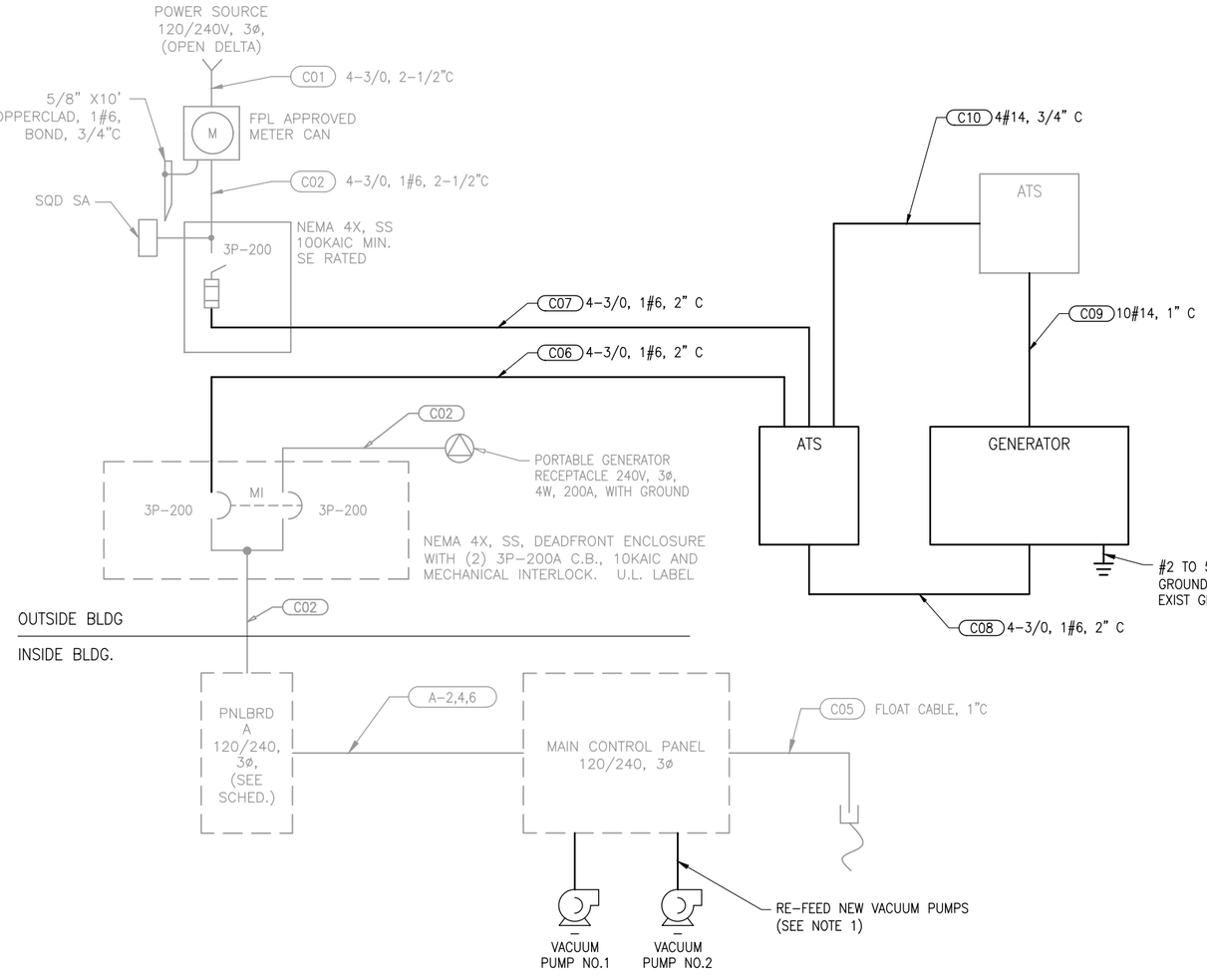
DWG NO. 36 OF 39
SHEET E-04
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

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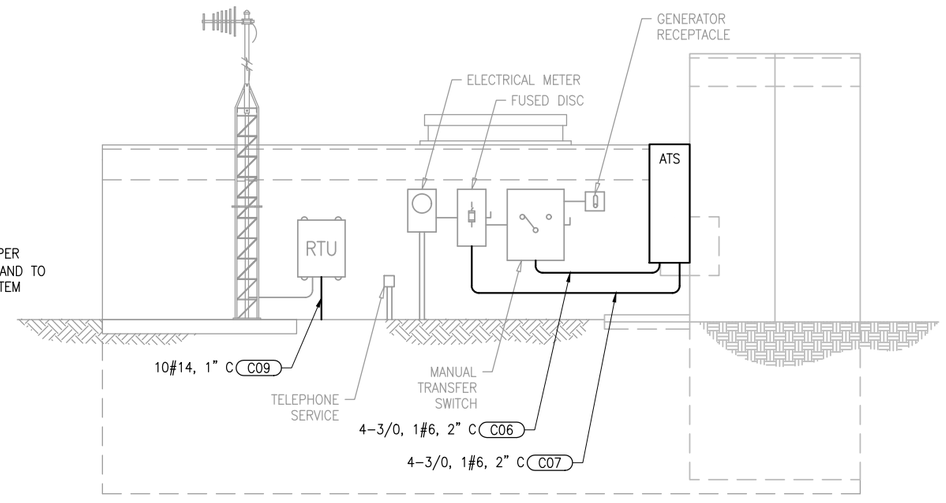
## NOTES

1) REWIRE THE REPLACEMENT PUMPS AND PROVIDE NEW OVERLOADS IN THE CONTROL PANEL FOR VACUUM PUMP NO.1 (VP1) AND NO.2 (VP2).




## ELECTRICAL ONE-LINE DIAGRAM

N.T.S.




## ELECTRICAL EQUIPMENT ELEVATION (NORTH WALL)

SCALE: 3/8" = 1'-0"


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4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
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EMAIL: DRICE@RC-ENG.com
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CONSULTANT
DAVID L. RICE, P.E.
FLORIDA PE #34343


**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

ELECTRICAL ONE-LINE DIAGRAM AND EQUIPMENT ELEVATION

2021B-006

| | |
|---|---|
| DWG NO. | 37 |
| OF | 39 |
| SHEET | E-05 |
| PROJ. NO. | 400-089.01 |
| DATE | APRIL 01, 2021 |

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## GENERATOR SYSTEM NOTES

FURNISH AND INSTALL THE FOLLOWING AS A COMPLETE AND OPERATING SYSMTEM. (UL LISTED ASSEMBLIES). SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

EMERGENCY GENERATOR:

1) 80 KW, 120/240 VOLTS, 3 PHASE, 4 WIRE, 60HZ, 200 AMP CIRCUIT BREAKERS, ELECTRONIC GOVERNOR, DIESEL FUEL, 1800 RPM, MAX VD–30%, MAX FREQUENCY DIP–20%.
2) VIBRATION ISOLATORS.
3) HOSPITAL GRADE, QUIET MUFFLER.
4) 12 VOLT BATTERIES, CAPABLE OF CRANKING THE GENERATOR FOR A MINIMUM OF 60 SECONDS. BATTERY CHARGER FOR ABOVE MENTIONED BATTERIES, WITH ALL WIRING.
5) ELECTRONIC GOVERNOR AND PMG EXCITATION.
6) GENERATOR BLOCK HEATER, WITH ALL WIRING.
7) WEATHERPROOF, SOUND ATTENUATED ENCLOSURE FOR OUTSIDE OPERATION. ENCLOSURE AND TIE DOWN SHALL COMPLY WITH THE FBC FOR WIND LOADING AND IMPACT RATINGS. PROVIDE DOCUMENTATION SIGNED AND SEALED BY A FLORIDA PROFESSIONAL ENGINEER FOR PERMITTING.
8) REMOTE GENERATOR SHUT–OFF SWITCH, FUEL SHUT–OFF SWITCH, AND FUEL SOLENOID VALVE. LOCATE 25' MINIMUM FROM GENERATOR, BREAK GLASS TYPE.
9) THE SYSTEM IS NOT A SEPARATELY DERIVED SYSTEM. DO NOT CONNECT THE NEUTRAL TO THE GROUND AT THE EMERGENCY GENERATOR. PROVIDE A 3/0 BOND FROM THE GENERATOR TO A 3/4" X 10' GROUND ROD (SUPPLEMENTAL GROUND) LOCATED AT THE GENERATOR, THEN TO THE BUILDING GROUND LOCATED AT THE MAIN ELECTRIC SERVICE.
10) THE GENERATOR SYSTEM SHALL COMPLY WITH THE EPA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND LOCAL COUNTY POLLUTION PREVENTION DIVISION. SUBMIT ALL REQUIRED DRAWINGS, ETC. FOR REQUIRED PERMITS AND LICENSES.

ATS, ETC.

1) AUTOMATIC TRANSFER SWITCHES AND CONTROLS PER NFPA 110–6; SOLID STATE LOGIC. 3 POLE S/N. STAINLESS STEEL.
2) REMOTE ANNUNCIATOR PER NFPA 110–5.6.5.2.
3) ALL CONTROL WIRING.
4) PHASE DROP DETECTION.

FUEL (TANKS–PHOENIX OR APPROVED EQUIVALENT)

1) 480 GALLON GAS TANK, BASE MOUNTED (UL 142).
2) DIESEL OIL TANK, DOUBLE WALLED WITH LEAK DETECTOR BUILT IN ALARM. LOW LEVEL SENSOR AND ALARM. FULL TANKS OF OIL.
3) PROVIDE ALL PERMITTING AND LICENSES FOR THE EPA, FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE LOCAL COUNTY POLLUTION PREVENTION DIVISION.

APPLICABLE CODES AND REQUIREMENTS

1) THE FOLLOWING CODES SHALL APPLY: NFPA 30, 30A, 33, 70, FBC.
2) COORDINATE ALL WORK WITH ALL TRADES.
3) PROVIDE STRUCTURAL CONCRETE MOUNTING BASE AND TIE DOWN AS PER ARCHITECTURAL OR STRUCTURAL PLANS (SIGNED AND SEALED).

## GENERATOR LOAD CALCULATIONS

STEP 1

| | |
|---|---|
| PUMP VP1 | 10HP |
| PUMP SP1 | 10HP |
| MISC. | 2Kw |

STEP 2

| | |
|---|---|
| PUMP VP2 | 10HP |

NOTES:

1. THE PUMP OPERATION IS CONTROLLED BY THE PROGRAMMABLE CONTROLLER. PUMP SP2 IS A STANDBY PUMP AND IS LOCKED OUT WHEN PUMP SP1 IS RUNNING.
2. PUMP STARTERS ARE ACROSS THE LINE TYPE STARTERS.
3. PROVIDE NEW STARTER OVERLOADS FOR ALL PUMPS.

# PANELBOARD SCHEDULE A

| WIRE SIZE | COND SIZE | BUS AMPS A | BUS AMPS B | BUS AMPS C | LOAD | POLES | AMPS | BUS A B C | AMPS | POLES | LOAD | BUS AMPS A | BUS AMPS B | BUS AMPS C | WIRE SIZE | COND SIZE |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 3#12 | 3/4 | 5 | | | EF–1, GFI | 1 | 20 | 1 – 2 | 150 | 3 | MAIN CONTROL PANEL | 110 | | | 3–1/0 | 2 |
| | | | | | | | | 3 – 4 | | | | | 110 | | 1#6 | |
| 3#12 | 3/4 | | | 4 | SOUTH RECEPTACLES, GFI | 1 | 20 | 5 – 6 | | | | | | 110 | | |
| 3#12 | 3/4 | 4 | | | NORTH RECEPTACLES, GFI | 1 | 20 | 7 – 8 | 20/1 | 1 | GENERATOR CHARGER | 1 | | | #12 | 3/4 |
| | | | | | | | | 9 – 10 | 20/2 | 2 | GENERATOR HEATER | 12.5 | | | #12 | 3/4 |
| 3#12 | 3/4 | | | 4 | LIGHTING, GFI | 1 | 20 | 11 – 12 | 20/2 | 2 | GENERATOR HEATER | | 12.5 | | #12 | 3/4 |
| | | | | | SPARE (FUTURE ODOR CONTROL) | 1 | 20 | 13 – 14 | | | | | | | | |
| | | | | | | | | 15 – 16 | | | | | | | | |
| | | | | | SPARE | 1 | 20 | 17 – 18 | | | | | | | | |
| | | | | | SPARE | 1 | 20 | 19 – 20 | | | | | | | | |

TOTAL AMPS: BUS A___ BUS B___ BUS C___ CONNECTED Kva____

RATED VOLTAGE: ■120/240 ☐277/480 3 PHASE, 4 WIRE | BRANCH POLES ☐ 12 ■ 20 ☐ 30 ☐ 42

RATED AMPS: ☐100 ■225 ☐400 ☐__ | CABINET: ■ SURFACE ☐ FLUSH

FULL NEUTRAL BUS | ■ GROUND BUS | ■ HINGED DOOR | ■ KEYED DOOR LATCH | NEMA 4X ENCLOSURE

☐ FUSED ■ CIRCUIT BREAKER (BOLT–IN) BRANCH DEVICES

☐ MAIN LUGS ONLY | MAIN 200 AMPS ■ BREAKER ☐ FUSED SWITCH | ☐ _____ TO BE GFI BREAKERS

ALL BREAKERS MUST BE RATED TO INTERRUPT A SHORT CIRCUIT ISC OF 10,000 AMPS SYMMETRICAL.

APPROVED MF'RS. WESTINGHOUSE, ITE, SQUARE D GE ONLY | MAIN LUGS _____ SETS SIZE: _____

* CONTRACTOR SHALL USE CAUTION. DO NOT USE 1ø FOR CIRCUITS ON PHASE B, THE HIGH LEG.

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VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

| No. | DATE | REVISIONS | BY | APVD |
|---|---|---|---|---|

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**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

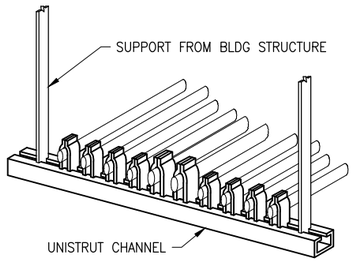
ELECTRICAL SCHEDULES

2021B-006

| DWG NO. | SHEET |
|---|---|
| 38 | E-06 |
| OF | PROJ. NO. |
| 39 | 400-089.01 |
| DATE | |
| APRIL 01, 2021 | |

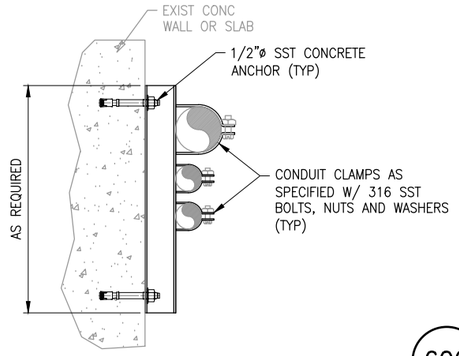
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NOTES:

1) THIS DETAIL IS TYPICAL FOR BOTH VERTICAL AND HORIZONTAL MOUNTING.
2) CHANNEL AND ALL SUPPORT DEVICES TO BE FIELD COATED TO MATCH.
3) CHANNELS TO BE SPACED 5' MAXIMUM.
4) ALL MATERIALS SHALL BE 316 SST UNLESS OTHERWISE SPECIFIED.




600

## INSTALLATION DETAIL

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EMAIL: DRICE@RC-ENG.com
LICENSE NO. CA0004755
CONSULTANT
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DAVID L. RICE, P.E.
FLORIDA PE #34343

**VILLAGE OF PALM SPRINGS,**

VACUUM PUMP STATION NO. 1 IMPROVEMENTS

2021B-006

STANDARD DETAILS
- ELECTRICAL

DWG NO. 39 OF 39
SHEET ED-01
PROJ. NO. 400-089.01
DATE APRIL 01, 2021

BID DOCUMENTS

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# Village of Palm Spring

PUBLIC SERVICE DEPARTMENT

## VACUUM PUMP STATION NO. 1 IMPROVEMENTS

## Addendum No. 1

## May 11, 2021

---

**BIDS DUE: 2:00 PM, Local Time, May 19, 2021**

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TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 1 are hereby made a part of the Bid Documents for the **VACUUM PUMP STATION NO. 1 IMPROVEMENTS** project, fully and completely as if the same were fully set forth herein.

**IN THE PLANS**

1. None

**IN THE SPECIFICATIONS**

1. None

Receipt acknowledged and conditions agreed to the _____ day of _____, 2021.

_____ _____

Bidder By

# ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

ATTACHMENT 2 PRE-BID SIGN-IN SHEET

END OF ADDENDUM

# ATTACHMENT 1

# RESPONSES TO BIDDER QUESTIONS

**RESPONSES TO BIDDER QUESTIONS**

*Question 1:* *What is the estimated construction cost?*

**Response 1:** **$452,000.00**

*Question 2:* *Can I get a copy of any addenda that have been released to date?*

**Response 2:** **No previous addenda for this current bid has been published.**

*Question 3:* *Can I get a copy of the pre-bid sign in sheet?*

**Response 3:** **See attachment #2.**

# ATTACHMENT 2

# PREBID SIGN-IN SHEET

## Attendee Report: ITB No. 2021B-006 the Vacuum Pump Station No. 1 Improvements Pre Bid Conference

Report Generated: 05/11/2021 04:15 PM EDT

| Webinar ID | Actual Start Date/Time | Duration | # Registered | # Attended | Clicked Registration Link | Opened Invitation |
|---|---|---|---|---|---|---|
| 701-773-787 | 04/28/2021 09:53 AM EDT | 20 minutes | 3 | 3 | 1 | 0 |

### Attendee Details

| Attended | Interest Rating | Last Name | First Name | Email Address | Registration Date/Time | Join Time - Leave Time (Time in Session) | Time in Session | Unsubscribed |
|---|---|---|---|---|---|---|---|---|
| Yes | 41 | Corena | Julio | jcorena@bacoengcon.com | 04/28/2021 10:00 AM EDT | 04/28/2021 10:00 AM EDT - 04/28/2021 10:13 AM EDT (13 minutes) | 13 minutes | No |
| Yes | 42 | Holst | Jeffrey | jeff@fldriling.com | 04/28/2021 10:10 AM EDT | 04/28/2021 10:11 AM EDT - 04/28/2021 10:13 AM EDT (3 minutes) | 3 minutes | No |
| Yes | 36 | Ward | Paul | pward@vpsfl.org | 04/28/2021 10:06 AM EDT | 04/28/2021 10:06 AM EDT - 04/28/2021 10:13 AM EDT (8 minutes) | 8 minutes | No |

# CAPITAL IMPROVEMENT PROJECT DETAIL

**Task #** 240
**PROJECT #** 19-UTL-562-01

**Project Name:** Vacuum Pump Station No 1 Improvements
**Department:** Public Service
**Location:** Military Trail & Marilyn Drive
**Project Manager:** Walt Sanchez
**Original Plan Date:** FY19
**Date Approved:**

## DESCRIPTION / JUSTIFICATION:

Currently access to this vacuum station building is through the top of the building by means of a verticle metal ladder, which is both difficult and hazardous. This will be replaced by the addition of a stairwell to the W of the building and a door on the side of the building addition.
Budgeted FY 2021
G/L #41336-56200





## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Architectural Services | | | | | | | - |
| Engineering & Planning | 25,000 | 5,000 | | | | | 30,000 |
| Construction | 115,000 | 35,000 | 134,665 | | | | 284,665 |
| Equipment | | | | | | | - |
| Improvement (utility, lighting) | | | | | | | - |
| Other (Specify) | | | | | | | - |
| **TOTAL PROJECT COSTS** | **140,000** | **40,000** | **134,665** | **-** | **-** | **-** | **314,665** |

| SOURCES OF FUNDS: | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | | | | | | | - |
| One Cent Sales Tax Funding | | | | | | | - |
| Grant Funding (Grant Name) | | | | | | | |
| CDBG | | | | | | | - |
| FRDAP | | | | | | | - |
| PBC | | | | | | | - |
| Other (Specify) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | 140,000 | 40,000 | 134,665 | | | | 314,665 |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Undetermined | | | | | | | - |
| **TOTAL PROJECT REVENUE** | **140,000** | **40,000** | **134,665** | **-** | **-** | **-** | **314,665** |

## OPERATIONAL IMPACT

| OPERATIONAL IMPACT | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| Funding Sources | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | TOTAL |
|---|---|---|---|---|---|---|---|
| | | | | | | | - |
| | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

# CAPITAL IMPROVEMENT PROJECT DETAIL

**Task #** 266
**PROJECT #** 20-UTL-563-16

**Project Name:** Vacuum Station #1 Emergency Generator
**Department:** Public Service
**Location:** Utilities - Vacuum Sewer System
**Project Manager:** Paul Ward
**Original Plan Date:** FY20

## DESCRIPTION / JUSTIFICATION:

Vacuum Station #1 has a large service area and does not have an on-site emergency power supply. As a result, during power outages staff must deliver a portable generator to the station. Because this is a vacuum system, the entire collection system is not operational during this time until the vacuum in the system is restored. An permanent generator will be installed at the Vacuum Station No. 1 to provide emergency power whenever there is a power failure due to a hurricane or other cause.



## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Engineering & Planning | 15,000 | 10,000 | | | | | 25,000 |
| Construction | 63,000 | 108,566 | | | | | 171,566 |
| Equipment | | | | | | | - |
| **TOTAL PROJECT COSTS** | **78,000** | **118,566** | **-** | **-** | **-** | **-** | **196,566** |

| SOURCES OF FUNDS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | 78,000 | 118,566 | | | | | 196,566 |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Unfunded | | | | | | | |
| **TOTAL PROJECT REVENUE** | **78,000** | **118,566** | **-** | **-** | **-** | **-** | **196,566** |

## OPERATIONAL IMPACT

Note: A reduction in maintenance and overtime costs are expected as a result of this project.

| OPERATIONAL IMPACT | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| FUNDING SOURCES | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Water & Sewer Enterprise Fund (41336) | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

# CAPITAL IMPROVEMENT PROJECT DETAIL

**Task #** 278
**PROJECT #** 20-UTL-563-17

**Project Name:** Vacuum Station #1 Vacuum Pump Replacement
**Department:** Public Service
**Location:** Utilities - Vacuum Sewer System
**Project Manager:** Paul Ward
**Original Plan Date:** FY20

## DESCRIPTION / JUSTIFICATION:

Vacuum pumps provide the negative pressures required to operate the vacuum sewer systems. The vacuum pumps at Vacuum Station No. 1 are the original style from construction of the station. Newer, more reliable, styles of vacuum pumps are available and recommended by AirVac that require less maintenance and costs. This project will replace the original style vacuum pumps at Vacuum Station No. 1 with newer vacuum pumps.



## PROJECT EXPENDITURES / FUNDING SOURCES:

| PROJECT COSTS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Land/Easement Acquisition | | | | | | | - |
| Engineering & Planning | 19,000 | 7,200 | | | | | 26,200 |
| Construction | 85,000 | 66,254 | | | | | 151,254 |
| Equipment | | | | | | | - |
| **TOTAL PROJECT COSTS** | **104,000** | **73,454** | **-** | **-** | **-** | **-** | **177,454** |

| SOURCES OF FUNDS: | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| General Fund - Public Works (01441) | | | | | | | - |
| Water & Sewer Enterprise Fund (41336) | 104,000 | 73,454 | | | | | 177,454 |
| Stormwater Enterprise Fund (42338) | | | | | | | - |
| Unfunded | | | | | | | |
| **TOTAL PROJECT REVENUE** | **104,000** | **73,454** | **-** | **-** | **-** | **-** | **177,454** |

## OPERATIONAL IMPACT

Note: A reduction in maintenance and overtime costs are expected as a result of this project.

| OPERATIONAL IMPACT | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Additional Revenues | | | | | | | |
| Charges for Services | | | | | | | - |
| Other Revenues | | | | | | | - |
| Less Additional Expenditures | | | | | | | |
| New Personnel | | | | | | | - |
| Maintenance and Other Operating | | | | | | | - |
| Contracts & Leases | | | | | | | - |
| Non Operating (Debt Service) | | | | | | | - |
| **Net Annual Impact on Operations** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

| FUNDING SOURCES | FY20 | FY21 | FY22 | FY23 | FY24 | FY25 | TOTAL |
|---|---|---|---|---|---|---|---|
| Water & Sewer Enterprise Fund (41336) | | | | | | | - |
| **Total** | **-** | **-** | **-** | **-** | **-** | **-** | **-** |

# THE
# LAKE WORTH HERALD

**Published Once a Week**

**Lake Worth, Palm Beach County, Florida**

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice of Invitation to Bid, ITB #2021B-006, Vacuum Pump Station No. 1 Improvements

was published in said newspaper in the issue of

April 15, 2021

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 15th day of April, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

**Legal Notice No. 38394**

**ITB NO. 2021B-006**
**VACUUM PUMP STATION NO. 1**
**IMPROVEMENTS**

**ADVERTISEMENT FOR BIDS**

Sealed Bids for the construction of the **Vacuum Pump Station No. 1 Improvements** will be received, by the **Village of Palm Springs**, at the office of the **Palm Springs Village Clerk**, until **2:00 P.M.** local time on **May 19, 2021**, at which time the Bid Package received will be reviewed for document completeness. Following a determination of which bidders were responsible and responsive, the **Village of Palm Springs** will hold a bid opening of compliant bidders on **June 2, 2021 at 2:00 P.M.** local time to determine the acceptable low bidder. The Project consists of furnishing all labor, equipment and material for the Vacuum Pump Station No. 1 Improvements as described by the Drawings and Specifications. Generally, the work includes demolition, construction of new access structure, yard piping relocation, removal and replacement of vacuum pumps, new standby generator, and all other incidentals as indicated by the drawings and specifications or as required to properly complete the project as planned. Late proposals will not be accepted, whether by mail or otherwise. Proposals will be returned unopened. It is the responsibility of the Proposer to ensure all pages are included in the submission. ***All Proposers are advised to closely examine the request for Proposals documents.***

Invitation to Bid documents are available beginning **April 15, 2021**. The Village of Palm Springs utilizes electronic online services for notification, distribution, and submittal of its Solicitation documents. The Village's Solicitation information can be obtained from: (a) Demandstar website – www.Demandstar.com ; (b) by contacting the Village Clerk, Kimberly Wynn, at kwynn@vpsfl.org; (c) or calling the Village Clerk's office at (561) 965-4010.

Proposers may submit their responses electronically via DemandStar. Proposers also have the option to submit one (1) unbound original to the Village Clerk at the time and date specified. Sealed Proposals must be marked "**ITB #2021B-006, VACUUM PUMP STATION NO. 1 IMPROVEMENTS**".

Hardcopies of bidding documents may also be obtained from Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067 on Mondays through Fridays between the hours of 8:00 AM to 5:00 P.M. Bidding Documents are available on your preferred media device as a Compact Disc or USB Drive (as portable document format (PDF) files) for a non-refundable charge of $40.00, including shipping via overnight express service. Alternatively, printed Bidding Documents may be obtained from Eckler Engineering, Inc. either via in- person pick-up or via mail, upon receipt of payment for the Bidding Documents. The non-refundable cost of printed Bidding Documents is $65.00 per full size drawing set and specification book or $45.00 per half size drawing set and specification book, payable to Eckler Engineering, Inc.

A virtual **Pre-Bid Conference** will be held for this solicitation on **April 28, 2021 at 10:00 AM**. Attendance at the pre-bid conference is not mandatory.

The Village of Palm Springs will provide for public participation using Gotowebinar.com, a communication media technology (teleconference) for the non-mandatory Pre-bid conference and Bid Opening.

**Non-Mandatory Pre-Bid Conference**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States: +1 (415) 655-0052 Access 760-090-608
Registration URL
https://attendee.gotowebinar.com/register/2391234794920764172 Webinar ID #701-773-787

**Bid Opening**
**Participants can use their telephone or computer mic & speakers (VoIP).**
United States +1 (415) 655-0060 Access # 500-195-540
Registration URL
https://attendee.gotowebinar.com/register/6636416204415465486 Webinar ID #612-056-203

Bid security shall be furnished in accordance with the Instructions to Bidders.

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Village Clerk at kwynn@vpsfl.org. Questions and requests for clarification and additional information must be received prior to the Deadline for Submission of Questions on **May 7, 2021** at **5:00 PM** local time.

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the Village of Palm Springs, all Solicitations, once advertised, are under the "Cone of Silence" until the appropriate authority has approved an award recommendation, rejected all responses or some other action by the Village to end the selection process. This limit and requires documentation of communications between potential Bidders and/or Bidders on Village Solicitations, the Village's professional staff, and the Village Council members.

Owner: **Village of Palm Springs**
By: **Kimberly Wynn**
Title: **Village Clerk**
Date: **April 15, 2021**

Publication: The Lake Worth Herald, Demandstar, and Village of Palm Springs website

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.10:**

Approve Roadway Repair (Work Authorization No. WS-U01) - Congress Avenue - Public Service Department (FY 2021 Budget Funded - Water & Sewer Enterprise Fund) - Wynn & Sons Environmental Construction Company

**SUMMARY:**

The Public Service Department has a need to repave a portion of Congress Avenue at Greenbrier Drive (in front of the Greenwood Plaza) due to a water main break that occurred within the Florida Department of Transportation (FDOT) rights-of-way.

As a result, the Village is responsible for repairing the roadway to meet FDOT specifications, which is a condition of the FDOT Right-of-Way permit for the water main. As a result, the Public Service Department is recommending the repair be completed utilizing the Village's existing (piggybacked) contract with Wynn and Sons in the amount of $52,803.50.

An internal budget transfer to support this proposed cost may be required within the Water & Sewer Enterprise fund at a later date. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: To ensure the lowest possible price, staff is recommending that the Village utilize our existing agreement, which was piggybacked off the current Palm Beach County contract that was awarded by the County to Wynn & Sons Environmental Construction Company, Inc. on November 17, 2020. This selection by Palm Beach County was completed through a competitive selection process – Palm Beach County Annual Pathway and Minor Construction Contract (Project Number 2020055 - August 4, 2020) Additionally, the Village accepted Wynn

& Sons Environmental Construction Company, Inc's pricing as approved under Palm Beach County's contract including all terms and conditions therein. The term of the current contract will expire on November 16, 2023.

Note: All original bid documents provided during the June 10, 2021 Council Meeting authorizing the piggyback selection/purchase with Wynn & Sons Environmental Construction Company are available in the Village Clerk's Office.

The Village's Purchasing Code, Section 58-9. Accessing contracts of other government agencies provides that the Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

If approved, the proposed project is expected to be completed by the  by the end of September 2021 following the Notice to Proceed from the Village. The project will require it to be completed in two (2) Phases as FDOT requires a 30-day settling period after compaction of the repair prior to milling and resurfacing.

The proposed project Work Authorization No. WS-U01 was prepared by Wynn & Sons Environmental Construction Company, Inc. and reviewed by Wynn and Sons, the Utilities Superintendent, the Assistant Public Service Director/Engineer, and the Finance Director.

The Village has previously worked with the proposed contractor and has received excellent service and a quality product.

**FISCAL IMPACT:**

Funding to support purchases under this proposal is available within the FY 2021 - Water & Sewer Fund.

| ***Allocated/Estimated Project Funding:*** | ***Amount*** |
|---|---|
| FY 2021 Approved Budget - Water & Sewer Fund: | $6,200 |
| **TOTAL ALLOCATED/APPROVED BUDGET:** | **$6,200** |
| | |
| ***Expected Project Costs:*** | ***Amount*** |
| FY 2021 Project Cost - Projected Construction Cost - Water & Sewer Fund | $52,803.50 |
| **TOTAL PROJECT COST:** | **$52,803.50** |

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

An internal budget transfer or amendment to support this proposed project will be completed

within the Water & Sewer Enterprise Fund at a later date.

**ATTACHMENTS:**

Village of Palm Springs - Proposed Work Authorization WS-U01 - Congress Ave Repair - Wynn and Sons Environmental Construction Company, Inc.
Cost Estimate - Wynn & Sons Environmental Construction Company, Inc.

**PROJECT WORK AUTHORIZATION NO. WS-U01 WITH WYNN AND SONS FOR ANNUAL PATHWAY CONTRACT**

This Project Work Authorization No. WS-U01 is made as of the _____ day of _____, 2021, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **Wynn and Sons Environmental Construction Company, Inc.**, 7268 Belvedere Road, West Palm Beach, FL 33411, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR".

## 1.0 Project Description:

The Public Service Department has a need to repave a portion of Congress Ave. at Greenbrier Drive due to a watermain break that occurred earlier this year. The Village is responsible for repairing the roadway to FDOT specifications as the watermain utility is in the right of way by permit.

The work will include acquiring densities above the existing watermain repair and milling and resurfacing the roadway for 50' in both directions of the repair. The work will need to be completed in two phases. The first phase includes excavating the repair and getting densities on the backfill up to the pavement. Once complete the Florida Department of Transportation (FDOT) requires the repair remain for thirty (30) days, then the milling and resurfacing of the roadway can commence. If FDOT requires the work to be completed at night, there will be an additional charge of $6,500 (included with the not-to-exceed cost).

## 2.0 Scope

Under this Project Work Authorization, the Contractor will provide the construction services to the Village as detailed in the **Contractor's proposal attached hereto and incorporated herein as Exhibit "A"**.

## 3.0 Schedule

The services to be provided under this Project Work Authorization shall be completed within ninety (90) calendar days from the Village's issuance of a Notice to Proceed.

## 4.0 Compensation

This Project Work Authorization is issued for a not to exceed price in the amount of $52,803.50. The attached proposal identifies all costs and expenses included in the not to exceed amount.

## 5.0 Authorization

This Project Work Authorization is issued pursuant to the Agreement for minor construction projects contract between the Village and the Contractor, dated June 10, 2021. If there are any conflicts between the terms and conditions of this Project Work Authorization and the Agreement, the terms and conditions of the Agreement shall prevail.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the Village and Contractor have caused this Project Work Authorization No. 1 to be executed the day and year shown above.

**VILLAGE OF PALM SPRINGS, FLORIDA**

By: _____
Bev Smith, Mayor

ATTEST

_____
Kim Wynn, Village Clerk

Approved as to form and legal sufficiency:

_____
Glen J. Torcivia, Village Attorney

CONTRACTOR: **WYNN AND SONS ENVIRONMENTAL CONSTRUCTION COMPANY, INC.**

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

STATE OF FLORIDA )
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021 by_____, as _____ of Wynn and Sons Environmental Construction Company, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

_____
Print Name: _____
My commission expires:_____

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.

WEST PALM BEACH,FL. 33411

# Estimate

| Date | Estimate # |
|---|---|
| 2/1/2021 | 4478 |

VILLAGE OF PALM SPRINGS
ALL ITEMS PER PBC ANNUAL
2017-055

Ship To

MR. CHAD GIRARD
CONGRESS AVE
REPAIR WITH DENSITIES

| Project |
|---|
| |

| Item | Description | Qty | Rate | Total |
|---|---|---|---|---|
| 9-006 | REGULAR EXCAVATION PER CY | 80 | 4.50 | 360.00 |
| 9-010 | FINISH GRADING PER SY | 35 | 2.00 | 70.00 |
| 9-013 | 8" BASE (INCL PRIME COAT) PER SY | 150 | 17.50 | 2,625.00 |
| 9-024 | SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) TRAFFIC LEVEL C) (0-200 TON ORDERS) PER TN | 55 | 200.00 | 11,000.00 |
| | SAW CUT ASPHALT 6" DEEP | | | |
| W | | 1 | 1,700.00 | 1,700.00 |
| 9-005 | REMOVE EXISTING ASPHALT (FULL DEPTH) (SEE NOTES) PER SY | 1,800 | 0.75 | 1,350.00 |

**Total** $17,105.00

Phone # 561-686-6077 Fax # 561-686-2433 rickatwynnandsons@comcast.net

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.

WEST PALM BEACH,FL. 33411

# Estimate

| Date | Estimate # |
|---|---|
| 2/1/2021 | 4479 |

VILLAGE OF PALM SPRINGS
ALL ITEMS PER PBC ANNUAL
2017-055

Ship To

concrete replacement
fdot
congress at davis

| Project |
|---|
| |

| Item | Description | Qty | Rate | Total |
|---|---|---|---|---|
| 9-132 | 6" CONCRETE REMOVAL PER SY | 40 | 17.00 | 680.00 |
| 9-010 | FINISH GRADING PER SY | 60 | 2.00 | 120.00 |
| 9-108 | CONCRETE CURB & GUTTER TYPE F REMOVAL PER LF | 50 | 9.00 | 450.00 |
| 9-107 | CONCRETE CURB & GUTTER (TYPE F) PER LF | 50 | 14.75 | 737.50 |
| 9-106 | CONCRETE CURB (TYPE D) REMOVAL PER LF | 20 | 10.00 | 200.00 |
| 9-105 | CONCRETE CURB (TYPE D) (SEE NOTES) PER LF | 20 | 8.75 | 175.00 |
| 9-126 | CONCRETE SIDEWALK (6" THICK) (CURB RAMPS) PER SY | 40 | 45.00 | 1,800.00 |
| 9-132 | 6" CONCRETE REMOVAL PER SY | 40 | 17.00 | 680.00 |
| 9-127 | CAST- IN- PLACE AND/OR SURFACE APPLIED TACTILE SURFACE PER SF | 20 | 17.00 | 340.00 |
| NIC | fdot testing/cylinders/mot | 1 | 2,700.00 | 2,700.00 |

**Total** $7,882.50

Phone # 561-686-6077 Fax # 561-686-2433 rickatwynnandsons@comcast.net

WYNN & SONS ENVIRONMENTAL CONSTRUCTION CO. INC.

WEST PALM BEACH,FL. 33411

# Estimate

| Date | Estimate # |
|---|---|
| 2/1/2021 | 4480 |

VILLAGE OF PALM SPRINGS
ALL ITEMS PER PBC ANNUAL
2017-055

Ship To

MR. CHAD GIRARD
CONGRESS AVE
mill & pave

| Project |
|---|
| |

| Item | Description | Qty | Rate | Total |
|---|---|---|---|---|
| 9-019 | MILL EXISTING ASPHALT, FULL SIZE MILLING MACHINE-(<5,000 SY) (SEE NOTES) PER 1/2 DAY | 2 | 4,700.00 | 9,400.00 |
| 9-020 | PORTABLE MILLING MACHINE PER HOUR | 12 | 100.00 | 1,200.00 |
| 9-024 | SUPERPAVE ASPHALTIC CONCRETE (SP-9.5) TRAFFIC LEVEL C) (0-200 TON ORDERS) PER TN | 24.58 | 200.00 | 4,916.00 |
| 9-171 | TRAFFIC PAINT (ALL WIDTHS & COLORS) PER SF | 300 | 3.00 | 900.00 |
| 9-172 | THERMOPLASTIC PAVEMENT MARKING (ALL WIDTHS & COLORS) PER SF | 300 | 7.00 | 2,100.00 |
| NIC | LANE CLOSURE | 1 | 2,800.00 | 2,800.00 |

**Total** $21,316.00

Phone # 561-686-6077 Fax # 561-686-2433 rickatwynnandsons@comcast.net

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Public Service

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**ITEM 6.11:** Approve Interlocal Agreement - Delivery of Municipal Solid Waste and Municipal Revenue Sharing Program - Solid Waste Authority of Palm Beach County

**SUMMARY:** In 2008, the Village of Palm Springs entered into an agreement with the Solid Waste Authority of Palm Beach County (SWA) for the delivery of solid waste to designated facilities and for a Municipal Recycling Program. This agreement expired on September 30, 2018. In the absence of the new agreement, the Village of Palm Springs continued to operate under the terms of the original agreement, which provided the delivery of solid waste and recycling.

During the 2020 legislative session, the Governor signed Committee Substitute/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities and private waste haulers with the intended goal of reducing contamination in recycling.

As a result, the Solid Waste Authority (SWA) has taken the opportunity to revise their existing Interlocal Agreement (ILA) relative to the new requirements and meet all the requirements of the new law. They have also taken the opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the previous ILA.

The proposed Interlocal Agreement, if approved would be for an initial one (1) year beginning on the effective date of the agreement and continuing through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to May 1st.

The proposed Interlocal Agreement was prepared by the SWA and has been reviewed by the Assistant Public Service Director/Engineer, the Public Works Superintendent, the Village Attorney and the Finance Director.

**FISCAL IMPACT:**

This agreement provides for the Village to receive a minimum of 50% of the net revenues earned from the sale of Residential Recovered Materials (by Palm Beach County) attributable to the Village on a quarterly basis. Over the past 5 years, the Village has received the following in revenue-sharing from the SWA:

| ***Year*** | ***Amount Received*** |
|---|---|
| 2016 | $12,553 |
| 2017 | $22,208 |
| 2018 | $ 5,731 |
| 2019 | $ 2,015 |
| 2020 | $ 461 |

**ATTACHMENTS:**

Proposed Interlocal Agreement - Solid Waste Authority - Solid Waste and Municipal Revenue Sharing Program
Solid Waste Authority Explanation Letter
CS/House Bill 73 Section I (Attachment A)
Proposed SWA Haulers Agreement, Section 14 - Collection Vehicles (Attachment C)
Original Interlocal Agreement - Solid Waste & Recycling Disposal - SWA

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM**

**THIS** Agreement, made and entered into this ____day of _____, 20__ by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY,** a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **VILLAGE OF _____,** a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "VILLAGE".

**WITNESSETH:**

**WHEREAS,** the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; as amended, and

**WHEREAS,** the VILLAGE desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; as amended, and

**WHEREAS,** in addition, the VILLAGE provides for the collection of solid waste from the residents and businesses and residential recyclable materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of solid waste and residential recyclable materials; and

**WHEREAS,** the VILLAGE wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of solid waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

**WHEREAS,** the VILLAGE together with the Authority recognizes the need to plan and develop an adequate solid waste and residential recycling system for the benefit of all the residents of Palm Beach County.

**NOW, THEREFORE,** in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the VILLAGE, its constituents and the Authority, it is agreed as follows:

1. The above recitals are true and correct and incorporated into the body of this Agreement as if fully set forth herein.

2. Definitions:
   **Acceptable Load –** Any load of otherwise Designated Recyclables that contains no Prohibited Material and a maximum of 12% Contamination in total, or the Container component contains no Prohibited Material and a maximum of 12% Contamination and

the Fiber component contains no Prohibited Material and a maximum of 5% Contamination.

**Acceptable Material** – Designated Recyclables as defined herein.

**Combined-Haul City** – A municipality that has contracted with a Private Hauler that also services other municipal or unincorporated areas within Palm Beach County to collect and deliver Residential Recovered Materials to the Authority.

**Containers** – Includes aluminum cans, aseptic containers, gable-topped containers, glass bottles and jars (green, brown and clear), and plastic containers #1 - #7 (except Styrofoam).

**Contaminated Recyclable Material** – Any Recyclable Material that does not conform to the standards for Acceptable Loads.

**Contamination** – Any material not included in the definition of Designated Recyclables.

**Corrugated Cardboard** – Containers having liners of either test liner, jute, or kraft.

**Designated Facility** – The Authority's Recovered Materials Processing Facility (RMPF), the Authority's transfer stations, a Private Commercial Materials Recycling Facility (PCMRF) designated by the Authority or any other sites designated by the Authority for recycling. The Authority reserves the right to add or delete approved facilities with reasonable notice.

**Designated Recyclables –** Fiber and Containers as defined herein or other materials as the Authority may designate.

**Equivalent Residential Unit (ERU)** – Single-Family and Mobile Homes equal 1 ERU, Multi-Family Homes equal 0.75 ERUs.

**Fiber** – Includes newspapers (including inserts), magazines and catalogs, phone books, Corrugated Cardboard, Mixed Paper, Sorted White Ledger, Sorted Office Paper, and kraft bags.

**Mixed Paper** – A mixture of various types and grades of paper including but not limited to: all office paper, colored paper, corrugated cardboard, envelopes (excluding envelopes with cellophane windows), junk mail, kraft bags, magazines, and catalogs. Mixed Paper does not include tissue or towel paper.

**Municipal Solid Waste or MSW** – Garbage, sewage, sludge, septage, rubbish, refuse, and other discarded solid or liquid materials resulting from domestic, industrial, commercial, agricultural, and governmental operations, but does not include solid or dissolved materials in domestic sewage, storm drainage, or other significant pollutants in water resources, such as silt, dissolved or suspended solids in industrial wastewater effluents, dissolved materials in irrigation return flows, or other common water pollutants.

**Net Revenue** – Residential Recovered Materials Revenue minus Processing Cost.

**Private Hauler** – Any for-profit person or entity providing collection of solid waste and/or recyclables for hire on a routine basis within the municipality.

**Processing Cost** – The sum(s) due and payable to the contract operator of the RMPF by the Authority.

**Prohibited Material** – Hazardous, medical or biological waste.

**Public/Self Hauler** – The municipality providing the collection of solid waste and recyclables using their own resources rather than using the hauling services of a Private Hauler.

**Recovered Materials Processing Facility (RMPF)** – A facility owned by the Authority that processes Recyclable Material.

**Recyclable Material** – Includes Containers and Fiber.

**Residential Recovered Materials Revenue** – Total earned revenue from the sale of designated Residential Recovered Materials.

**Residential Recovered Materials –** Designated Recyclables collected from residential units less Unacceptable Materials and Prohibited Materials delivered to Designated Facilities.

**Self-Haul City** – A municipality that collects its own Residential Recovered Materials and delivers it to the Authority or who uses a private contractor that collects its Residential Recovered Materials on dedicated routes and can positively demonstrate that they have collected and are delivering only that jurisdiction's Residential Recovered Materials to the Authority.

**Sorted Office Paper** – Office paper including letterhead, computer paper, legal paper, loose-leaf paper, copy and typing paper.

**Sorted White Ledger** – White ledger or computer printout paper.

**Unacceptable Load** – Any load of Designated Material delivered to a Designated Facility that is deemed not an Acceptable Load as defined herein.

**Unacceptable Material** – Any material other than Acceptable Material and Prohibited Material.

3. The purpose of this Agreement is to set forth the terms and conditions for the delivery of Municipal Solid Waste (MSW) to Designated Facilities and for the operation of a recycling program between the Authority and the VILLAGE which upon execution by both parties shall automatically rescind the current **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.

4. The VILLAGE agrees that all MSW and Designated Recyclables collected by or on behalf of the VILLAGE shall be disposed of at a Designated Facility in accordance with this Agreement.

5. The VILLAGE agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the VILLAGE's MSW and Designated Recyclables are being delivered to a Designated Facility.

6. The Authority agrees to pay the VILLAGE a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the VILLAGE on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. The Net Revenues to be shared will consist of the Residential Recovered Materials Revenues received by the Authority for each quarter less the Processing Cost for that quarter. That amount will be divided by the total tons received to determine an average price per ton and then multiplied by the adopted annual revenue share percentage to set the program price to be paid for the quarter. The Net Revenue distribution formula will be based on the number and type of residential units serviced by the VILLAGE in relation to the total number of these units for all municipalities participating in this program or on the actual amount delivered for municipalities that haul their own material. Each participating municipality will either be classified as a Self-Haul City or a Combined-Haul City. Self-Haul Cities will receive a revenue share based on the actual weight of Acceptable Loads delivered to a Designated Facility. Combined-Haul Cities will share the balance of those net revenues based upon the proportion of their total ERUs serviced in comparison to the total ERUs serviced for all Combined-Hauler Cities in Palm Beach County.

7. The Authority agrees to maintain its Designated Facilities to ensure adequate capacity for the VILLAGE's waste and residential recyclables to operate within all applicable local, state and federal environmental guidelines.

8. Collection of Designated Recyclables

   A. Residential

   Individual residents/homeowners shall be encouraged by the VILLAGE to separate their MSW into recyclables and non-recyclables. Each residential unit or combination of units will receive from the Authority the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Recyclable Materials will be deposited.

   Corrugated Cardboard shall be cut to an acceptable size and flattened, and for curbside residents, shall be set beside or in the same reusable container as the Fiber. Residents receiving containerized service may receive a separate container to be used for the collection of Corrugated Cardboard.

   The Authority retains the right to modify the manner in which materials are set out for collection with reasonable notice to the VILLAGE. Notice for a substantial change in collection method shall be no less than one year.

   B. Commercial

   Individual businesses shall be encouraged by the VILLAGE to separate their MSW into two categories: recyclable and non-recyclable. Businesses contracting for services will arrange with their service provider to receive one or more containers into which Recyclable Material may be deposited. Acceptable Materials for commercial recycling shall include: Containers, Corrugated Cardboard, Sorted

White Ledger, Mixed Paper, Sorted Office Paper, and any other materials agreed to in writing by the VILLAGE and the Authority.

The Authority reserves the right to add or delete allowable Designated Recyclables and when doing so will provide the Village with reasonable notice to make those changes.

9. Commercial Recycling Revenue Share

As a further incentive for the VILLAGE to actively pursue commercial recycling, the Authority and the VILLAGE may enter into a separate agreement to provide for payment to the VILLAGE for all Acceptable Loads of agreed upon commercial Recyclable Materials. Types of commercial Recyclable Materials eligible for payment shall be determined by the Authority.

10. Transportation and Equipment

The VILLAGE shall be responsible for having collected Designated Recyclables transported to a Designated Facility as defined herein. The Authority or its contractor shall receive, process, dispose of and/or recover all Designated Recyclables delivered by or on behalf of the VILLAGE, at no charge to the VILLAGE, except for Unacceptable Loads as described below. Collection equipment must be of a type to provide for rear, side or front unloading and may be compartmentalized or in separate vehicles.

11. Improperly Prepared and Sorted Recyclable Materials

When a collector's crew encounters improperly prepared and sorted materials or non-recyclable items, they must follow this procedure:

A. The collector shall pick up all Designated Recyclables except for Contaminated Recyclable Material or those which cannot be safely retrieved from the reusable containers. Improperly prepared and sorted materials or contamination will be left in the reusable containers or temporarily removed and returned to the reusable containers. The collector shall leave an Authority and/or VILLAGE approved form on the material or in the container. The form will notify the resident or business that material has not been properly sorted, and will provide contact information for the VILLAGE or Authority recycling coordinator for further information. Upon request of the VILLAGE, the Authority will provide rejection procedure training for the route drivers. The Authority and the VILLAGE will consult and evaluate the extent of the need for such training, which shall be provided by the Authority.

As a means of strengthening the VILLAGE's ability to have its collector fulfill the VILLAGE's recycling needs, the VILLAGE agrees to notify the Authority when preparing the VILLAGE's future Request for Proposals or Bid for collection services.

B. It shall be the responsibility of the VILLAGE or its Private Hauler to contact residents or businesses that repeatedly place improperly sorted materials in their

designated container and inform and encourage them to properly sort materials. If the problem persists, the VILLAGE shall notify the Authority, who shall then assist the VILLAGE in resolving the problem.

12. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. It is the VILLAGE's responsibility to make sure it or its Private Hauler has equipment compatible to provide proper collection of these recycling containers without damage. The VILLAGE or its Private Hauler shall be responsible for replacement of any recycling container(s) damaged during service at no cost to the Authority. The Authority reserves the right to add or delete different size containers and when doing so will provide the Village with reasonable notice to make those changes.

13. Compliance with Zoning Ordinances

Any transfer, processing, disposal and/or storage of Municipal Solid Waste and Recyclable Materials shall be undertaken at a Designated Facility that complies with all local zoning ordinances and any other applicable local and state statutes, ordinances, and regulations.

The VILLAGE further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

14. Delivery of Unacceptable Loads

If the Village delivers a load of Designated Recyclables that is deemed to be an Unacceptable Load, the VILLAGE or its Private Hauler will be charged the actual disposal cost for any rejected load due to Contamination or equipment failure. The Authority will notify the VILLAGE or its contractor immediately of an Unacceptable Load. If the problem of Unacceptable Loads persists (more than two times in a month), the Authority may elect to monitor the route for proper sorting and tagging procedures, and/or make recommendations to the VILLAGE.

15. Promotion and Education Responsibilities

The Authority will provide recycling containers and assist in promoting and educating residents within the VILLAGE in an effort to increase recyclable tonnages and reduce Contamination.

16. Delivery of Designated Recyclables

The VILLAGE agrees that it shall require that all Designated Recyclables separated from the normal Municipal Solid Waste stream that are collected by or on behalf of the VILLAGE be delivered to Designated Facilities as defined herein. The VILLAGE will take

such action as is necessary and available to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the VILLAGE.

17. Term

This Agreement shall begin on the later of its effective date or October 1, 2020, and continue through the following September 30th and shall automatically be renewed for successive annual periods. Either party may terminate this Agreement on any October 1st by delivering written notice received by the other party prior to the preceding May 1st. The Authority will continue to provide the necessary recycling containers and ongoing education and advertising as provided in this Agreement. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

18. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

19. Notices

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

| For the Authority: | For the VILLAGE: |
|---|---|
| Solid Waste Authority of Palm Beach County<br>7501 North Jog Road<br>West Palm Beach, Florida 33412<br>Attention: Executive Director | Village of Palm Springs<br>226 Cypress Lane<br>Palm Springs, Florida 33461<br>Attention: Public Service Director |

20. If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**IN WITNESS WHEREOF,** the parties hereto have entered into this Agreement effective as of the day and year first above written:

**As to the Authority:**

WITNESSES:

_____

_____

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

_____
Daniel Pellowitz, Executive Director

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
General Counsel to the Authority

Date: _____

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

_____
Sandra J. Vassalotti, Clerk to the Authority

Date: _____

**(Affix SWA Seal)**

ATTEST:

_____

**(Affix Municipal Seal)**

**As to the VILLAGE:**

_____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
CITY

Date: _____

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Richard Reade

October 9, 2020

Dear valued municipal partner,

As you are aware, during last legislative session, the Governor signed CS/House Bill 73, Environmental Regulation, adding a new subsection 22 to 403.706, F.S. that impacts each of us regarding residential recycling collection and processing. Specifically, the addition of new subsection 403.706 (22)(a) establishes a requirement that certain language be included in all new or renewed collection contracts between municipalities or counties and private waste haulers with the intended goal of reducing contamination in recycling. Attached, for your reference, please find a copy of CS/HB 73 Section 1 (Bill), (ATTACHMENT A) detailing the specific requirements.

The Solid Waste Authority of Palm Beach County (Authority) is the entity responsible for providing the county-wide recycling program, achieving the state-mandated recycling goals, and operating the Recovered Materials Processing Facility. As such, the Authority believes that, to help ensure a consistent county-wide program, it is in our collective best interest to provide our municipal partners with a common framework to be utilized in developing future procurement and/or contract renewal documents for private waste hauling services that comply with the new legislative requirements.

To that end we have revised our existing Interlocal Agreement (ILA) relative to the new requirements and we believe that the revised ILA contains the language that meets all of the requirements of the new law. We have also taken this opportunity to update the ILA to reflect current industry definitions and simplified the structure. There have been no substantive changes to the terms and conditions of the current ILA. Accordingly, attached please find the current draft of the revised ILA for your consideration (ATTACHMENT B).

As the future need arises for you to solicit new or renew existing waste collection contracts, as your solid waste and recycling partner, we strongly encourage you to review the attached Bill and address the specific requirements utilizing the language provided in the revised ILA or, alternately, include the revised ILA as an exhibit referencing the appropriate sections.

Additionally, and as another initiative to reduce inbound recycling contamination, we also recommend that for future bids, RFPs or collection contract renewals your municipality include specific language requiring a rear-load split-body compacting recycling vehicle with one

compartment dedicated to paper/fiber products and one compartment dedicated for other recovered materials (containers). It is our experience that this type of collection vehicle significantly reduces cross-contamination. We have attached our contract specification for the type of recycling collection vehicle for your reference and consideration (ATTACHMENT C).

Again, we thank you for our great partnership as we work together to serve our customers with the highest level of quality collection service possible. Should you have any questions or concerns please feel free to contact Mr. John Archambo at (561) 315-2010 or email at jarchambo@swa.org.

Sincerely,

Dan Pellowitz
Executive Director

Enclosure: ATTACHMENT A) CS/HB 73 Section I
ATTACHMENT B) Draft Revised ILA
ATTACHMENT C) SWA Haulers Agreement, Section 14 - Collection Vehicles

An act relating to environmental regulation; amending s. 403.706, F.S.; specifying requirements for contracts between residential recycling collectors or recovered materials processing facilities and counties or municipalities for the collection or processing of residential recycling material; providing that a residential recycling collector or recovered materials processing facility is not required to collect, transport, or process contaminated recyclable material except pursuant to specified contractual requirements after a contract is executed; defining the term "residential recycling collector"; providing applicability; amending s. 403.813, F.S.; prohibiting local governments from requiring further verification from the Department of Environmental Protection for certain projects; revising the types of dock and pier replacements and repairs that are exempt from such verification and certain permitting requirements; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (22) of section 403.706, Florida Statutes, is renumbered as subsection (23), and a new subsection

(22) is added to that section, to read:

403.706 Local government solid waste responsibilities.—

(22)(a) Each contract between a residential recycling collector and a county or municipality for the collection or transport of residential recyclable material, and each request for proposal or other solicitation for the collection of residential recyclable material, must include all of the following:

1. The respective strategies and obligations of the county or municipality and the residential recycling collector to reduce the amount of contaminated recyclable material being collected.

2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material.

3. The remedies authorized to be used if a container, cart, or bin contains contaminated recyclable material.

4. The education and enforcement measures that will be used to reduce the amount of contaminated recyclable material.

5. A definition of the term "contaminated recyclable material" that is appropriate for the local community.

(b) Each contract between a recovered materials processing facility and a county or municipality for processing residential recyclable material, and each request for proposal or other solicitation for processing residential recyclable material,

must include all of the following:

1. The respective strategies and obligations of the county or municipality and the facility to reduce the amount of contaminated recyclable material being collected and processed.

2. The procedures for identifying, documenting, managing, and rejecting residential recycling containers, truck loads, carts, or bins that contain contaminated recyclable material.

3. The remedies authorized to be used if a container or truck load contains contaminated recyclable material.

4. A definition of the term "contaminated recyclable material" that is appropriate for the local community.

(c) After a contract is executed, a residential recycling collector is not required to collect or transport contaminated recyclable material, except pursuant to a contract consistent with paragraph (a). As used in this subsection, the term "residential recycling collector" means a for-profit business entity that collects and transports residential recyclable material on behalf of a county or municipality.

(d) After a contract is executed, a recovered materials processing facility is not required to process contaminated recyclable material, except pursuant to a contract consistent with paragraph (b).

(e) This subsection applies to each contract between a municipality or county and a residential recycling collector or recovered materials processing facility executed or renewed

after October 1, 2020.

(f) This subsection applies only to the collection and processing of material obtained from residential recycling activities. As used in this subsection, the term "contaminated recyclable material" refers only to recyclable material that is comingled or mixed with solid waste or other nonhazardous material. The term does not include contamination as that term or a derivation of that term is used in chapter 376 and other sections of chapter 403, including, but not limited to, brownfield site cleanup, water quality remediation, drycleaning-solvent-contaminated site cleanup, petroleum-contaminated site cleanup, cattle dipping vat site cleanup, or other hazardous waste remediation.

Section 2. Subsection (1) of section 403.813, Florida Statutes, is amended to read:

403.813 Permits issued at district centers; exceptions.—

(1) A permit is not required under this chapter, chapter 373, chapter 61-691, Laws of Florida, or chapter 25214 or chapter 25270, 1949, Laws of Florida, and a local government may not require a person claiming this exception to provide further department verification, for activities associated with the following types of projects; however, except as otherwise provided in this subsection, this subsection does not relieve an applicant from any requirement to obtain permission to use or occupy lands owned by the Board of Trustees of the Internal

# SWA Haulers Agreement Excerpt

14. **COLLECTION EQUIPMENT:** The Contractor shall have on hand at all times and in good working order such equipment as shall permit the Contractor to safely, adequately and efficiently perform the contractual duties specified in this Agreement. Upon execution of this Agreement and semi-annually thereafter, the Contractor shall provide in a format specified by the Contract Administrator a list of the equipment, both dedicated and reserve, to be used by the Contractor to provide each type of collection service relating to this Agreement. Solid Waste collection equipment shall be of the enclosed loader packer type, or other equipment that meets industry standards and is approved by the Contract Administrator, unless otherwise provided within this Agreement. All Equipment shall be kept in good repair, appearance and in a sanitary, clean condition at all times. Recovered Materials collection equipment shall be the McNeilus or Heil split body rear loader (one compartment for paper products; one compartment for other Recovered Material), and must be compatible for unloading at the designated RMPF or transfer station. In the event a compacting vehicle is used for the collection of Recovered Materials, compaction pressure may not exceed 50 pounds per square inch for the commingled non-paper Recovered Materials to avoid glass breakage. Equipment utilized for the collection of Recovered Materials shall be clearly identified for that purpose. The Contractor shall have available reserve equipment which can be put into service within two (2) hours of any breakdown. Such reserve equipment shall correspond in size and capacity to the equipment used by the Contractor to perform the contractual duties. Contractor shall notify the Contract Administrator or his designee by phone within two hours of any equipment breakdown. If the public road or public right-of-way in the Service Area is substandard, as specifically designated by the Contract Administrator, in writing, the Contractor must provide lightweight equipment to service these roads.

**INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL REVENUE SHARING RECYCLING PROGRAM**

**THIS AGREEMENT,** made and entered into this 26th day of August, 2009 by and between the **SOLID WASTE AUTHORITY OF PALM BEACH COUNTY,** a dependent special district created pursuant to Chapter 2001-331, Laws of Florida, as amended, hereinafter called "Authority", and the **VILLAGE OF PALM SPRINGS** a municipal corporation, chartered and organized in accordance with the laws of the State of Florida, hereinafter called "CITY".

**WITNESSETH:**

**WHEREAS,** the Authority has been empowered by law to carry out the powers, obligations and requirements in Palm Beach County, Florida, prescribed to a "county" pursuant to the provisions of Chapter 403, Part IV, *Florida Statutes*; and

**WHEREAS**, Chapter 403, Part IV, *Florida Statutes* encourages counties to enter into Interlocal Agreements with municipalities to establish recycling programs and carry out recycling activities; and

**WHEREAS,** the CITY desires to work in cooperation with the Authority to continue a municipal recycling program toward achievement and maintenance of the State recycling goal and the requirements of Chapter 403, Part IV, *Florida Statutes*; and

**WHEREAS,** the CITY provides for the collection of Solid Waste from the residents and businesses and Residential Recovered Materials within its boundaries and recognizes the need for safe and sanitary processing and disposal of Solid Waste and Residential Recovered Materials; and

**WHEREAS,** the CITY wishes to participate in a coordinated County-wide program for the management of hazardous waste and control of Solid Waste processing and disposal and residential recycling participation in cooperation with federal, state, and local agencies responsible for the prevention, control, or abatement of air, water, and land pollution; and

**WHEREAS,** the Authority and City wish to enter into this Interlocal Agreement to set out the terms of this coordinated program;

**NOW, THEREFORE,** in consideration of the mutual covenants and promises hereinafter contained to be kept and performed by the parties hereto, and for the mutual benefit of the CITY, its constituents and the Authority, it is agreed as follows:

1. Purpose

The purpose of this Agreement is to set forth the terms and conditions for the delivery of municipal Solid Waste to Designated Facilities and for the operation of a recycling program between the Authority and the CITY in this combined agreement which upon execution by both parties shall automatically rescind the **INTERLOCAL AGREEMENT FOR THE DELIVERY OF MUNICIPAL SOLID WASTE TO DESIGNATED FACILITIES AND FOR A MUNICIPAL RECYCLING PROGRAM** and shall become effective upon filing with the Clerk of the Courts in accordance with Chapter 163, *Florida Statutes*.

2. Delivery

The CITY agrees that all Solid Waste and Residential Recovered Materials collected by or on behalf of the CITY shall be disposed of at a Designated Facility in accordance with this Agreement.

3. Information

The CITY agrees to cooperate with the Authority to provide all necessary and required information to the Authority in a timely manner so that it can be determined if the CITY's Solid Waste and Residential Recovered Materials are being delivered to a Designated Facility.

4. Revenue Sharing

The Authority agrees to pay the CITY a minimum of 50% of the Net Revenues earned from the sale of Residential Recovered Materials attributable to the CITY on a quarterly basis. The actual percentage will be determined annually through the Authority's budget process. Net Revenues are defined as Recovered Residential Materials Revenue less Processing Cost. The Net Revenue distribution formula will be based on Equivalent Residential Units (ERU's) serviced by the CITY in relation to the total number of these units for all county municipalities less the ERU's serviced by participating Self Haul Cities or on the actual amount delivered for municipalities that haul their own material. (see Ex. A.)

5. Facility Availability

The Authority agrees to maintain its disposal facilities to ensure adequate capacity for the CITY's Solid Waste and Residential Recovered Materials and to operate within all applicable local, state and federal environmental guidelines.

6. Compliance with Zoning Ordinances

Any transfer and/or disposal of Solid Waste and Residential Recovered Materials shall be undertaken in a location suitable and adequate for such activity and shall comply with all local zoning ordinances and any other applicable local and state statutes, ordinances and regulations.

The CITY further agrees to use its best efforts to amend or modify its appropriate zoning, building, or land development code to require new multi-family or commercial developments to provide adequate space for recycling containers.

7. Collection of Recyclable Material

Individual residents/homeowners shall be encouraged by the CITY to separate their Solid Waste into Recyclable Material and non-Recyclable Material. Each residential unit or combination of units will receive the appropriate type and number of reusable containers, in accordance with the countywide recycling program, into which Residential Recovered Materials will be deposited.

The Authority retains the right to modify the manner in which materials are set out for collection with proper notice to the CITY.

The Authority reserves the right to add or delete allowable Recyclable Materials and when doing so will provide the City with sufficient notice to make those changes.

8. Commercial Recycling Revenue Share

As a further incentive for the CITY to actively pursue commercial recycling, the Authority and the CITY may enter into a separate agreement to provide for payment to the CITY for certain high quality separated materials. Types of commercial recyclable materials eligible for payment shall be determined by the Authority.

9. Improperly Prepared Residential Recovered Materials

The City will make every reasonable effort to ensure that the collector picks up all Residential Recovered Materials and delivers Acceptable Loads to a Designated Facility.

As a means of strengthening the CITY's ability to have its collector fulfill the CITY's recycling needs, the CITY agrees to notify and consult with the Authority when preparing the CITY's future request for collection franchise bids.

It shall be the responsibility of the CITY or its collector to contact residents or businesses that repeatedly place improperly sorted materials in their designated container and inform and encourage them to properly sort materials. If the problem persists, the CITY shall notify the Authority, who shall then assist the CITY in resolving the problem.

10. Recycling Containers

The Authority shall provide yellow and blue eighteen (18) and ninety-six (96) gallon recycling containers. The yellow and blue colors reflect a consistent educational advertising effort through TV commercials, newsprint, radio, mailer, or other source. The Authority will periodically replace these containers at its cost to allow for normal wear

and tear.

It is the CITY's responsibility to make sure it or its collection contractor has equipment compatible to provide proper collection of these recycling containers without damage. The CITY or its collection contractor shall be responsible for replacement of any recycling container(s) damaged during service at no additional cost to the Authority.

12. Unacceptable Loads

In the event that a load of supposed Residential Recovered Materials delivered to a Designated Facility when dumped contains:

1) In total less than 88% by volume Recyclable Material or
2) the Container Recyclable Material load contains less than 88% Container Recyclable Material or
3) the Fiber Material load contains less than 95% Fiber Material, then

it shall be deemed an Unacceptable Load and the Authority has the right to reject the load and to charge the City the full disposal fee for each ton within the load. In the event that the same vehicle delivers subsequent Unacceptable Loads, the City shall also be penalized a base fine of $250 times the number of offenses (Example: fourth offense = $1,000.00).

13. Promotion and Education Responsibilities

The Authority will provide recycling bins/containers and assist in promoting and educating residents within the CITY in an effort to work together and increase recyclable tonnages.

14. Scavenging

The CITY will take such action as is necessary and reasonable to ensure against and prevent scavenging and unauthorized removal of such recyclables within the jurisdiction of the CITY.

15. Term

This Agreement shall begin on the later of its effective date or October 1, 2009 and continue through September 30, 2014 and shall automatically be renewed for successive five (5) year periods. Either party may terminate this agreement on any renewal date by providing written notice to the other party by the preceding April 30th. Notwithstanding termination, any rights or duties imposed by law shall remain in effect.

16. Change in Law

In the event any change in law abrogates or modifies any provisions or applications of this Agreement, the parties hereto agree to enter into good faith negotiations and use their best efforts to reach a mutually acceptable modification of this Agreement.

17. Notices.

All formal notices affecting the provisions of this Agreement shall be delivered in person or be sent by registered or certified mail to the individual designated below, until such time as either party furnishes the other party written instructions to contact another individual.

| For the Authority: | For the CITY: |
|---|---|
| Solid Waste Authority of Palm Beach County<br>7501 North Jog Road<br>West Palm Beach, Florida 33412<br>Attention: Executive Director | Village of Palm Springs<br>226 Cypress Lane<br>Palm Springs, FL 33461<br>Attention: Village Manager |

18. Severability

If any clause, section, or provision of this Agreement shall be declared to be unconstitutional, invalid or unenforceable for any cause or reason, or is abrogated or negated by a change in law, the same shall be eliminated from this Agreement, and the remaining portion of this Agreement shall be in full force and effect and be valid as if such invalid portions thereof had not been incorporated herein.

**IN WITNESS WHEREOF,** the parties hereto have entered into this Agreement effective as of the later of October 1, 2009 or the day and year first above written:

**As to the Authority:**

WITNESSES:

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

Mark Hammond, Executive Director

ATTEST:

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY

Sandra J. Vassalotti, Clerk to the Authority

**As to the CITY:**

ATTEST:

Virginia M Walton
VILLAGE CLERK

John McCann
MAYOR

**(Affix Municipal Seal)**

VILLAGE OF PALM SPRINGS
SEAL
1957
FLORIDA

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Maureen Tuller
Legal Counsel
Solid Waste Authority of Palm Beach County

Date: 10/1/09

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Date: _____

# CERTIFICATE OF FILING

STATE OF FLORIDA }
COUNTY OF PALM BEACH }

**I, SHARON R. BOCK, CLERK & COMPTROLLER,** of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida do hereby certify that the following Interlocal Agreement has been filed in my office:

**Interlocal Agreement between the Solid Waste Authority of Palm Beach County and the Village of Palm Springs for the Delivery of Municipal Solid Waste to Designated Facilities and for a Municipal Revenue Sharing Recycling Program**

**IN WITNESS WHEREOF,** I have hereunto set my hand and seal of said Court at West Palm Beach, Florida, this 16th day of October, 2009.

**SHARON R. BOCK**
**Clerk & Comptroller**
**Palm Beach County, Florida**

By: _____

15th JUDICIAL CIRCUIT COURT
CLERK & COMPTROLLER
PALM BEACH COUNTY FLORIDA
STATE OF FLORIDA

G:\WPDATA\ENG\JRAPPINA\SWA\SWA-Certificate of Filing new 10-16-09.doc

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Administration

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**ITEM 6.12:** Approve Insurance Broker/Consultant Services (Property, Casualty, Liability, Workers Compensation & Special Coverage) Insurance Contract - Piggyback - Village Manager's Office (FY 2021 Budget Funded - General Fund & Water & Sewer Fund) – 1st Addendum (Renewal) – Gehring Group

**SUMMARY:**

The Village has a need to utilize a  a broker/consultant to provide insurance consulting services related to Village's assets and inventory, including buildings, utility plants, lift stations, vehicles and liability, ransomeware and workers compensation claims. Currently, the Village utilizes the Gehring Group to provide these important insurance consulting services and the existing two (2) year contract will expire on July 15, 2021.

To ensure the lowest possible price, staff is recommending the Village renew/amend our existing agreement with Gehring Group, Inc. by accepting the 1st of two, one-year options to extend our contract award to July 15, 2022.

Note: The current City of Venice contract awarded to Gehring Group, Inc. was completed through a competitive selection process - Broker of Record for Property/Casualty Insurance Program (RFP No. 3085-18 - Solicitation No. 18-047 - April 27, 2018).The bid was awarded to Gehring Group, Inc. for a period of three (3) years with an option for two (2), one (1) year renewals. {All original bid documents provided during the July 11, 2019, Meeting are available in the Clerk's Office}.

If approved, the Village would renew our existing agreement with the Gehring Group for one (1) year by extending our contract including all terms, conditions, and pricing therein. The term of the proposed extended contract would expire on July 15, 2022. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Note: The proposed 1st contract amendment (renewal) would provide the same pricing that the Village is currently receiving. The proposed piggyback contract fee, if approved, would be $30,000 annually. The 5% broker commission, which is paid under the current contract, has been removed and represents a savings of approximately $3,000 annually to the Village.

The Village's Purchasing Code, Section 58-9. Accessing contracts of other government agencies; provides that the Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.
The Village's Purchasing Code, Sec. 58-2. - Exempt purchases., provides that the following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this purchasing code.

- Payments for casualty and property insurance after approval of contract by Village Council.

The proposed 1st amendment/renewal to the existing Insurance Agreement was prepared by the Gehring Group and reviewed by the Village Clerk, the Village Attorney and the Finance Director.

The Village currently works with the Gehring Group where they serve as the Village's broker for employee benefits and insurance services claims. They have provided excellent customer service and assisted in ensuring that the Village's insurance premiums were lower than expected (based on claims and experience).

**FISCAL IMPACT:**
Funding to support this service is available within the FY 2021 Budget - General Fund and Water & Sewer Enterprise Fund.

| ***Allocated/Estimated Project Funding:*** | **Amount** |
|---|---|
| FY 2021 Budget - General Fund: | $ 7,224 |
| FY 2021 Budget - Water & Sewer Fund: | $22,776 |
| **TOTAL ALLOCATED/APPROVED BUDGET** | **$30,000** |

| ***Expected Project Costs:*** | **Amount** |
|---|---|
| Total Request/Cost - General Fund: | $ 7,224 |
| Total Request/Cost - Water & Sewer Fund: | $22,776 |
| **TOTAL PROJECT COSTS:** | $30,000 |

The Village will not expend more than the amount within the approved budget as it may be

adopted/amended each year for these goods and services over the term of this contract.

**ATTACHMENTS:**

1st Addendum to Agreement - Gehring Group
Extension Agreement with the City of Venice Beach
E-mail Approval o Extend Insurance Broker Agreement - Gehring Group
City of Venice Beach Consulting Services Agreement - Property Liability Broker Agent - Gehring Group

**FIRST ADDENDUM TO AGREEMENT FOR INSURANCE BROKER SERVICES**

**THIS FIRST ADDENDUM** is made and entered this ____ day of _____, 2021 by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the "Village", and **The Gehring Group, Inc.**, 3500 Kyoto Gardens Drive, Pallm Beach Gardens, Florida 33410, a corporation authorized to do business in the State of Florida, hereinafter referred to as the "Contractor."

**RECITALS**

**WHEREAS**, the Village and the Contractor entered into a written Agreement for Insurance Broker Services dated July 11, 2019 wherein Contractor provides Insurance Broker Services for the Village (the "Agreement"); and

**WHEREAS**, the parties desire to exercise the first of the two (2) one-year renewal options;

**NOW THEREFORE**, the parties mutually agree to modify the following parts of the Agreement as set forth below:

1. Section 5 of the Agreement, TERM OF AGREEMENT/OPTION OF RENEWAL, is hereby amended to renew the Agreement for the first option to renew, and the Agreement shall now expire on July 15, 2022.

2. Except as otherwise provided herein all the terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Addendum on the day and year first above written.

**VILLAGE OF PALM SPRINGS**

By:_____
Print Name:_____
Print Title:_____

**THE GEHRING GROUP, INC.**

By:_____
Kurt N. Gehring
President and CEO

EXTENSION NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES

THIS EXTENSION NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES (the "Extension Agreement") is made and entered into by and between THE GEHRING GROUP, INC. (referred to as the "Company"), and CITY OF VENICE, FLORIDA (referred to as the "Insured").

In consideration of the covenants and conditions set forth below to be performed and observed by the parties hereto and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations passing between the parties hereto, it is agreed as follows:

1. The Company and the Insured entered into an Agreement for Consultant Services, approved by City Council of June 11, 2018, which commenced July 1, 2018 (the "Service Agreement"); and

2. Pursuant to Article II of the Service Agreement, the Service Agreement is scheduled to terminate on June 30, 2021; and

3. Pursuant to Article II of the Service Agreement, the Company and the Insured may mutually agree to extend the Service Agreement for up to two (2) one-year terms; and

4. Pursuant to Article II of the Service Agreement, the Company and the Insured hereby mutually agree to extend the Service Agreement for one of two available additional one-year terms, under the same terms and conditions; and

5. The Service Agreement shall remain in effect until June 30, 2022.

Unless specifically modified above, all other terms, conditions, fees and obligations set forth in the Service Agreement shall remain the same.

IN WITNESS WHEREOF, the Company has caused this Extension Agreement to be executed by its undersigned officers duly authorized this _____ day of _____, 2021, but effective as of July 1, 2021.

THE GEHRING GROUP, INC.

By: _____
Kurt N. Gehring
Its: President and CEO

ATTEST:

By: _____
Kate Grangard
Its: CFO

IN WITNESS WHEREOF, the Self-Insured has caused this Extension Agreement to be executed by its undersigned officers duly authorized this 25th day of May, 2021, but effective as of July 1, 2021.

CITY OF VENICE, FLORIDA

By: _____

Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and correctness:

_____
City Attorney, City of Venice

EXTENSION NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES

THIS EXTENSION NO. 1 TO AGREEMENT FOR CONSULTANT SERVICES (the "Extension Agreement") is made and entered into by and between THE GEHRING GROUP, INC. (referred to as the "Company"), and CITY OF VENICE, FLORIDA (referred to as the "Insured").

In consideration of the covenants and conditions set forth below to be performed and observed by the parties hereto and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration passing between the parties hereto, it is agreed as follows:

1. The Company and the Insured entered into an Agreement for Consultant Services, approved by City Council of July 3, 2018, which commenced July 16, 2018 (the "Service Agreement"); and

2. Pursuant to Article II of the Service Agreement, the Service Agreement is scheduled to terminate on July 15, 2021; and

3. Pursuant to Article II of the Service Agreement, the Company and the Insured may mutually agree to extend the Service Agreement for up to two (2) one-year terms; and

4. Pursuant to Article II of the Service Agreement, the Company and the Insured hereby mutually agree to extend the Service Agreement for one of two available additional one-year terms, under the same terms and conditions; and

5. The Service Agreement shall remain in effect until July 15, 2022;

Unless specifically modified above, all other terms, conditions, fees and obligations set forth in the Service Agreement shall remain the same .

IN WITNESS WHEREOF, the Company has caused this Extension Agreement to be executed by its undersigned officers duly authorized this _____ day of _____, 2021, but effective as of July 16, 2021.

THE GEHRING GROUP, INC.

By: _____
Kurt N. Gehring
Its: President and CEO

ATTEST:

By: _____
Kafe Grahgard
Its: CFO

IN WITNESS WHEREOF, the Self-Insured has caused this Extension Agreement to be executed by its undersigned officers duly authorized this 25th day of May, 2021, but effective as of July 16, 2021.

CITY OF VENICE, FLORIDA

By: _____

Mayor

ATTEST:

By: _____
City Clerk

Approved as to form and correctness:

_____

City Attorney, City of Venice

## Kimberly M. Wynn

**From:** Rodney Louis <rodney.louis@gehringgroup.com>
**Sent:** Wednesday, June 30, 2021 4:59 PM
**To:** Kimberly M. Wynn; Kurt Gehring
**Cc:** Cindy Thompson; Valerie Ensinger
**Subject:** RE: Extension of Agreement

**CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and are confident the content is safe.**

Kim,

We are absolutely okay with extending our agreement with the Village of Palm Springs. Please let us know what, if anything, that you may require of us.

GEHRING GROUP

**Rodney Louis**
Senior Risk Management Consultant

Corporate Headquarters
3500 Kyoto Gardens Dr.
Palm Beach Gardens, FL 33410

561.626.6797 office | 561.758.2767 mobile




**From:** Kimberly M. Wynn <kwynn@vpsfl.org>
**Sent:** Wednesday, June 30, 2021 4:54 PM

**To:** Rodney Louis <rodney.louis@gehringgroup.com>; Kurt Gehring <kurt.gehring@gehringgroup.com>
**Subject:** Extension of Agreement
**Importance:** High

Caution – This email originated from outside of our organization. Please do not open any attachments or click on any links from unknown sources or unexpected email.

Hello Rodney and Kurt,

I apologize for the late notice, it completely slipped my mind. Your contract expires on July 15, 2021. Is Gehring okay with extending your agreement an additional year? I'll have to get this on our July 8th agenda. We currently piggyback Venice's contract.

Kimberly

**PLEASE NOTE:** Florida has a very broad public records law. E-mail communications to or from the Village of Palm Springs officials and employees are public records and are available upon request. Transmission of sensitive information such as but not limited to social security numbers, credit card information, medical records and criminal justice information ( outlined in the FBI CJIS Policy ) via email is prohibited. If this message is unexpected or appears suspicious, please notify us immediately by replying to the message.

** Please consider the negative environmental impacts associated with printing email **

**VISIT OUR WEBSITE FOR MORE INFORMATION ABOUT THE VILLAGE OF PALM SPRINGS FLORIDA**
www.vpsfl.org

'Please be advised that coverage may not be bound or altered by email correspondence. This message originates from Gehring Group. This email message and all attachments may contain legally privileged and confidential information intended solely for the use of the addressee. If you are not the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message or its attachments is strictly prohibited. All personal messages express solely the sender's views and not those of Gehring Group. This message may not be copied or distributed without this disclaimer. Although this email and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus free and no responsibility is accepted by Gehring Group or any loss or damage arising in any way from its use. If you received this message in error, please notify us immediately at (561) 626-6797.'

# AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services ("Agreement") is made this 3 day of July, 2018, between the City of Venice, a Florida municipal corporation ("City"), and, The Gehring Group, Inc., a Florida Corporation authorized to work in the State of Florida ("Broker/Agent").

**WITNESSTH:**

Whereas the City desires to retain an experienced and qualified Insurance Agent/Broker of Record for property and liability insurance, and the Broker/Agent is willing to perform those services for the City.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

## ARTICLE I

### Description of Services

Broker/Agent shall provide professional services to provide property and liability insurance and ancillary products including: consulting, marketing and placement services from reputable insurance carriers, finding the desired products at the most competitive price (collectively, the "Services") as further described under the "Scope of Services" herein.

### Scope of Services

Broker/Agent shall provide the following services.

1. Coordination with the Director of Human Resources to assure that up-to-date exposure data is incorporated into issuance of newly purchased policies.

2. Issue and deliver valid and timely binders for insurance policies purchased by the City. Assure that insurance policies being purchased will be delivered in accordance with the proposal(s) that were negotiated and/or accepted by the City.

3. Assure that the policies issued reflect no lesser policy terms, conditions, coverage amounts and options than were accepted by the City.

4. Immediately correct policy deficiencies before delivery to the City.

5. Promptly deliver the policies to the City. If any deficiencies from the accepted proposal remain, provide a timeline for their resolution to the satisfaction of the City.

6. Promptly and accurately process insurance policy endorsements and other change requests as needed.

7. Coordinate loss control/safety services desired by the City that are available from the insurers whose policies were purchased through the agent.

8. Assist the City in filing claims with insurers from whom the City has purchased policies through the agent.

9. Be available for risk management meetings with the City, as desirable during the year.

10. Issue Certificates of Insurance, as may be required by the City.

11. Monitor and notify the City of major developments regarding the insurance industry or the City's insurers or policies that may affect the City.

12. Respond to coverage or other insurance policy questions as may be presented by the City.

13. At least annually, review with the Director of Human Resources the premium/claims history of the City for the policies purchased.

14. Coordinate with the City about 120 to 150 days prior to renewals on giving estimates of renewal changes in premium, coverage, policy terms, etc. and in collecting needed renewal rating and background information.

15. Present renewal pricing and policy changes to the City about 100 days before renewal.

16. If permitted by the City, market coverages with other insurers, and deliver to the City a listing of all companies contacted, detailed spreadsheets of all proposals received and all rejection letters.

17. Promptly provide necessary background and rating data, and premium/claims history information desired for the placing of insurance policies for the City.

18. Cooperate with the City in developing a fair reduction of the contracted agent/broker remuneration in the event the City exercises the option to solicit competition for one or more types of insurance outside of the agent contract.

## ARTICLE II

### Term

This Agreement shall commence immediately upon execution by both the City and the Broker/Agent and shall be effective for a period of three (3) years, beginning July 16, 2018, and continuing through July 15, 2021, with an option to extend/renew for two (2) additional one (1)-year terms upon written mutual consent of the City and Broker/Agent, under the same terms and conditions.

## ARTICLE III

### Broker/Agent's Scope of Services

The Broker/Agent shall perform the Services in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Article I, and Broker/Agent's proposal submittal, which is attached to this Agreement and by this reference made a part of it as Exhibit C.

## ARTICLE IV

### Changes in Scope

If changes occur to the Broker/Agent's Scope of Services, a supplemental addendum or amendment to this Agreement shall be negotiated at the request of either party.

## ARTICLE V

## Broker/Agent's Fee

As compensation for the Services as described in Exhibit A of this Agreement and as set forth in Article I herein, the Broker/Agent shall be paid fees and commissions as set forth in Exhibit A of this Agreement. Said fees and commissions shall constitute full and complete payment for the Services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement.

## ARTICLE VI

## Termination

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may otherwise be terminated by the City for its convenience upon sixty (60) days' prior written notice to the Broker/Agent.

In the event of termination, as provided for in this Article, the Broker/Agent shall be paid compensation in full for the entirety of the notice period. Should the City terminate mid-month and the Broker/Agent continue to provide services through the notice period for any portion of a month, the Broker/Agent shall be entitled to the full month's fee. The Broker/Agent shall still be entitled to any commissions due under any commission fee structure set forth herein. Any amount due to the Broker/Agent by the City shall be paid upon the Broker/Agent's delivering or otherwise making available to the City, all data, reports, and any other information and materials as may have been accumulated by the Broker/Agent in performing the Services included in this Agreement, whether completed or in progress.

## ARTICLE VII

### Assignment

This Agreement shall not be assignable except upon the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

## Article VIII

### Indemnity

The Broker/Agent shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Broker/Agent, its sub-consultants and their officers, directors, agents or employees; any failure of the Broker/Agent to perform the Services hereunder in accordance with generally accepted professional standards; any material breach of the Broker/Agent's representations as set forth in the proposal or any other failure of the Broker/Agent to comply with the obligations on its part to be performed under this Agreement. To the fullest extent possible under the applicable law, Broker/Agent's total liability under this Agreement (whether in contract, tort or otherwise and including on termination) is limited to the amount of the compensation paid hereunder. Notwithstanding anything to the contrary stated elsewhere in the Agreement, Broker/Agent shall not be liable for any loss of profit, loss of business or any incidental, special, indirect or consequential loss.

## ARTICLE IX

### Prohibition Against Contingent Fees

The Broker/Agent warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Broker/Agent to solicit or secure this Agreement and

that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Broker/Agent any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## ARTICLE X
### Insurance

The Broker/Agent agrees to procure and maintain at its expense until final payment by the City for Services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit B INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the Services, the Broker/Agent shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this Article. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice has been given to the City.

## ARTICLE XI
### Discrimination Prohibited

In performing the Services required under this Agreement, the Broker/Agent shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

## ARTICLE XII
### Public Records

Broker/Agent agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the Services; upon the request of the City's Custodian of Public Records, by providing

the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of the Agreement and following completion of the Agreement if the Broker/Agent does not transfer the records to the City; and upon completion of the Agreement by transferring, at no cost, to City all public records in possession of Broker/Agent or by keeping and maintaining all public records required by the City to perform the Services. If the Broker/Agent transfers all public records to the City upon completion of the Agreement, the Broker/Agent shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Broker/Agent keeps and maintains public records upon completion of the Agreement, the Broker/Agent shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

**IF THE BROKER/AGENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BROKER/AGENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.**

## ARTICLE XIII
## Venue and Governing Law

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other legal action is required to enforce or interpret the terms of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs

including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement as of the day and year first above written.

ATTEST:

Cindy A Thompson

Cindy Thompson
Signed by (typed or printed)

THE GEHRING GROUP, INC.

BY: Kurt Gehring

Kurt Gehring, CEO
Signed by (typed or printed)

THE GEHRING GROUP INC
CORPORATE SEAL
1992
FLORIDA

ATTEST:

Lori Stelzer
CITY CLERK

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

BY: John W. Holic
JOHN HOLIC, MAYOR

Approved as to Form and Correctness

for
David Persson, City Attorney

# EXHIBIT A

# BROKER/AGENT'S FEE

Broker/Agent proposes a comprehensive service model for "Property & Casualty Insurance Broker" for the following proposed annual fee billable on a monthly or quarterly basis. Under this arrangement, the City would receive all services as outlined within the scope of services of the RFP, in addition to Broker/Agent's numerous value-added services such as year-round account management services, educational seminars/webinars, assessments, analytical reporting, claims advocacy as well as all Broker/Agent's comprehensive risk management consulting services.

**Broker/Agent's flat annual fee to be paid directly by the City is as follows:**

| Services | Annual Fee |
|---|---|
| PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICE | $30,000 |
| Invoiced and paid in equal installments of Two Thousand Five Hundred and 00/100's dollars ($2,500.00) per month | |

**Statement of Full Disclosure**

Broker/Agent does not participate in any provider relationships that would prevent Broker/Agent from acting independently and providing objective advice and guidance. Broker/Agent does not accept indirect compensation such as gifts or trips and practices full disclosure relating to all direct and indirect compensation. Broker/Agent is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks. Broker/Agent does not have a fund or trust that Broker/Agent or a related entity holds, and Broker/Agent does not sell related third party insurance products. The relationships and recognitions Broker/Agent does have with carriers are based on premium volume providing Broker/Agent with significant negotiating clout. As one of the top producing brokers/consultants for public sector entities throughout the state, Broker/Agent's philosophy has always been to offer complete revenue disclosure upon request which we will continue to practice with the City.

# EXHIBIT B

# INSURANCE REQUIREMENTS

Before performing any work, the AGENT/BROKER shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A: VII. No changes are to be made to these specifications without prior written specific approval by the City.

1. The City of Venice is to be specifically included as an ***ADDITIONAL INSURED*** (with regards to General Liability and Business Auto).

2. The City of Venice shall be named as Certificate Holder. ***Please Note that the Certificate Holder should read as follows:***

   The City of Venice
   401 W. Venice Avenue
   Venice, FL 34285

   No City Division, Department, or individual name should appear on the certificate. ***NO OTHER FORMAT WILL BE ACCEPTABLE.***

3. The "Acord" certification of insurance form should be used.

4. Required Coverage

   a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than $1,000,000 per occurrence, $1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the AGENT/BROKER)

   b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than $1,000,000 combined single limit covering all work performed under this Contract.

   c) **Workers Compensation:** AGENT/BROKER will provide Workers Compensation

Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than $100,000 per employee per accident; $500,000 disease aggregate; and $100,000 per employee per disease.

d) **Errors and Omissions Insurance:** with limits of not less than $1,000,000 for professional services rendered in accordance with this contract.. AGENT/BROKER shall maintain such insurance for at least two (2) years from the termination of this contract and during this two (2) year period the AGENT/BROKER shall use their best efforts to ensure that there is no change of the retroactive date on this insurance coverage. If there is a change that reduces or restricts the coverage carried during the contract, the AGENT/BROKER shall notify the City's Administrative Services Department within thirty (30) days of the change.

**5.** Policy Form:

a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b) Insurance requirements itemized in this Contract, and required of the AGENT/BROKER, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The AGENT/BROKER shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c) Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of

Administrative Services.

d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.

e) The procuring of required policies of insurance shall not be construed to limit AGENT/BROKER's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f) The AGENT/BROKER shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the AGENT/BROKER until such time the AGENT/BROKER shall furnish additional security covering such claims as may be determined by the City.

g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the AGENT/BROKER agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the AGENT/BROKER's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the

insured.

j) All property losses shall be payable to, and adjusted with, the City.

GEHRGRO-01 STRANEC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/5/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768
Insurance Office of America, Inc.
Abacoa Town Center
1200 University Blvd, Suite 200
Jupiter, FL 33458

CONTACT NAME: Annie Uribe
PHONE (A/C, No, Ext): (561) 296-5966 26059 FAX (A/C No): (561) 776-0670
E-MAIL ADDRESS: Annie.Uribe@ioausa.com

INSURER(S) AFFORDING COVERAGE — NAIC #
INSURER A : Depositors Insurance Company — 42587
INSURER B : Nationwide Insurance Company of America — 25453
INSURER C : Twin City Fire Insurance Company — 29459
INSURER D :
INSURER E :
INSURER F :

INSURED
Gehring Group, Inc.
4200 Northcorp Parkkway,
Suite 185
Palm Beach Gardens, FL 33410

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ | 1,000,000 |
| | CLAIMS-MADE X OCCUR | X | | ACPGLDO5974904781 | 03/12/2018 | 03/12/2019 | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ | 100,000 |
| | | | | | | | MED EXP (Any one person) | $ | 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ | 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER | | | | | | GENERAL AGGREGATE | $ | 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ | 2,000,000 |
| | OTHER | | | | | | | $ | |
| A | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ | 1,000,000 |
| | X ANY AUTO | | | ACPBAPD5974904781 | 03/12/2018 | 03/12/2019 | BODILY INJURY (Per person) | $ | |
| | OWNED AUTOS ONLY / SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ | |
| | HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ | |
| | | | | | | | | $ | |
| B | X UMBRELLA LIAB OCCUR | | | | | | EACH OCCURRENCE | $ | 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | ACPCAP5974904781 | 03/12/2018 | 03/12/2019 | AGGREGATE | $ | 5,000,000 |
| | DED RETENTION $ | | | | | | | $ | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | X PER STATUTE OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A | | | 21WECPO1562 | 03/12/2018 | 03/12/2019 | E.L. EACH ACCIDENT | $ | 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ | 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ | 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The City of Venice is Additional Insured for General Liability coverage per form CG2026 when required by written contract.

**CERTIFICATE HOLDER**

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
C Ray Dorsey M


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**SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.**

Arch | Insurance

**ARCH SPECIALTY INSURANCE COMPANY**
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd, Suite 900
Kansas City, MO 64108

Administrative Address:
Harborside 3
210 Hudson Street, Suite 300
Jersey City, NJ 07311-1107
Tel: (866) 413-5550

# FLORIDA ARCH NETSAFE® 2.0 COVERAGE POLICY DECLARATIONS

**Policy Number:** NPL0060306-01 **Renewal of:** NPL0060306-00

THE NETWORK SECURITY AND PRIVACY LIABILITY COVERAGE PART, THE MEDIA LIABILITY COVERAGE PART AND THE TECHNOLOGY SERVICES AND PRODUCTS AND PROFESSIONAL LIABILITY COVERAGE PART OF THIS POLICY PROVIDE CLAIMS-MADE COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE COMPANY NO LATER THAN 60 DAYS AFTER THE END OF THE POLICY PERIOD OR DURING THE OPTIONAL EXTENDED REPORTING PERIOD, IF EXERCISED. THE PAYMENT OF DEFENSE COSTS REDUCES THE LIMITS OF INSURANCE. PLEASE READ THE ENTIRE POLICY CAREFULLY.

| | | |
|---|---|---|
| **Item 1. Named Insured:**<br>**Mailing Address** | Gehring Group, Inc.<br>4200 NorthCorp Parkway<br>Suite 185<br>Palm Beach Gardens, FL 33410 | |
| **Item 2. Producer Name:** | AmWins Brokerage of Georgia, LLC | |
| **Item 3. Policy Period:** | **Inception Date:** 05/22/2018 **Expiration Date:** 05/22/2019 | |
| | (12:01 A.M. Standard time at the address shown above) | |
| **Item 4. Retroactive Date:** | | |
| **A. Network Security and Privacy Liability** | | 05/22/2013 |
| **B. Media Liability** | | 05/22/2013 |
| **C. Technology Services and Products and Professional Liability** | | 05/22/2013 |
| **D. Data Incident Response Expense Coverage** | | 05/22/2013 |

| Item 5. Policy Period Aggregate Limit of Liability | $5,000,000 |
|---|---|

| Item 6. Coverage Parts | Limit of Liability | Deductible | Pending and Prior Litigation Date |
|---|---|---|---|
| ☒A. Network Security and Privacy Liability | $5,000,000 | $15,000 | 05/22/2013 |
| ☒B. Media Liability | $5,000,000 | $15,000 | 05/22/2013 |
| ☒C. Technology Services and Products and Professional Liability | $5,000,000 | $15,000 | 05/22/2013 |
| ☐ Non-Party Investigation Expense Sub-Limit | $NA | $NA | NA |
| ☒D. Data Incident Response Expense Coverage | $2,000,000 | $15,000 | 05/22/2013 |
| ☐E. Business Interruption Coverage<br>Waiting Period NA | $NA | $NA | NA |
| ☒F. Cyber Extortion Coverage | $5,000,000 | $15,000 | 05/22/2013 |

| Item 7. | Premium: | |
|---|---|---|
| | State Tax | $By Broker |
| | Stamping Fee | $By Broker |

| Item 8. | Optional Extended Reporting Period (Third Party Coverage Parts only): | |
|---|---|---|
| | One Year (12 Months) | 100% of Annual Premium |

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ARCH NETSAFE 2.0 FOR INSURANCE AGENTS AND BROKERS

It is agreed that:

I. Section II. DEFINITIONS of the TECHNOLOGY SERVICES AND PRODUCTS AND PROFESSIONAL LIABILITY COVERAGE PART is amended to add:

G. **Insurance Agent and Broker Services** means the performance of services for a fee or commission as a duly licensed:

1. Insurance agent;

2. Insurance broker;

3. Insurance solicitor;

4. Surplus lines or excess lines broker; or

5. General Insurance agent.

II. This Policy does not apply to any **Claim** alleging, based upon, arising out of, or resulting from, directly or indirectly:

A. any lack of good faith or fair dealing in the handling of any claim or obligation arising out of an insurance or benefit plan;

B. any activities as a named fiduciary, accountant, attorney, actuary, real estate agent or real estate broker;

C. any insolvency, receivership, bankruptcy, liquidation or financial inability to pay by, or suspension of payment by any insurance company in which the **Insured** has placed or obtained any insurance coverage or bond for a client; provided however this exclusion shall not apply to any placement which is with an entity rated B++ or higher by A.M. Best Company at the time of binding coverage or any entity listed below:

D. any formation, ownership and maintenance of any insurance company, or risk retention group;

E. any disputes regarding fees or commission;

III. With respect to Section III .EXCLUSIONS 5, 7, 8, 10, 11, and 13 shall not apply to **Claims** resulting from any actual or alleged failure of the **Insured** to effect or maintain insurance or bond, in whole or in part, or on any particular terms or with any particular limits arising out of **Insurance Agent and Broker Services**.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:3

Policy Number: NPL0060306-00

Named Insured: Gehring Group, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 05/22/2017

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMEND INSURING AGREEMENT LIMITS FOR BENTEK

It is agreed that the total limits applicable to BenTek, Inc. for Section **I. INSURING AGREEEMENTS**, **Network Security and Privacy Liability Coverage Part and Media Liability Coverage Part** shall be $2,000,000 per **Claim** and $2,000,000 in the Aggregate per **Policy Period** for all Coverage Parts combined.

The above sublimit is part of and not in addition to the total aggregate Limit of Liability per policy year of $5,000,000.

All other terms and conditions of this Policy remain unchanged.

All other terms and conditions of this Policy remain unchanged.

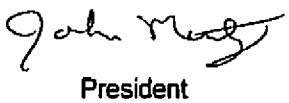
Issued By: Arch Specialty Insurance Company

Endorsement Number: 2

Policy Number: NPL0060306-00

Named Insured: Gehring Group, Inc.

Endorsement Effective Date: 5/22/2017



President

# EXHIBIT C

## Broker/Agent's Proposal

# CITY OF VENICE

## RFP # 3085-18
## PROPERTY & LIABILITY INSURANCE
## AGENT/BROKER

**Due Date: Tuesday, May 1, 2018 @ 2:00 PM**


*SUBMITTED BY:*

Rodney Louis, Senior Risk Management Consultant
Email: rodney.louis@gehringgroup.com

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT

4200 Northcorp Parkway, Suite 185
Palm Beach Gardens, Florida 33410
(561) 626-6797 / (800) 244-3696
(561) 626-6970 – Fax
www.gehringgroup.com

April 27, 2018

Peter Boers, Procurement Manager
Finance Meeting Room #204
Venice City Hall
401 West Venice Avenue
Venice, Florida 34285

Re: RFP No. 3085-18 - Solicitation No. 18-047 – Property & Liability Insurance Agent/Broker

Dear Mr. Boers:

Gehring Group is pleased to provide this response to the City of Venice RFP No. 3085-18 for Property and Liability Insurance Agent/Broker. Gehring Group is unique in our qualifications to be your broker/consultant for three notable reasons: 1) we are public sector experts as public sector is our ONLY industry specialty; 2) our unique non-producer corporate organizational structure allows us to offer our clients a broad depth of value-added services and a deep bench of expertise; and 3) our all-inclusive service model allows our clients the opportunity to utilize our resources without concern for additional cost.

First, public sector is (and for the past 25 years, has been) our ONLY specialty industry, and accordingly it influences how we think, and how we tailor our services – specifically for the unique needs and nuances of this very important sector of employer organizations. Currently, we provide insurance related services for over 100 public sector clients throughout Florida. These organizations include municipalities, counties, school boards, special taxing districts and constitutional offices. Our extensive public-sector focus and expertise affords us the ability and experience to provide real time benchmarking studies and related case study comparatives for consideration.

Second, our organization is a collaborative advisory firm, rather than an agency of producers. Our team members, including our risk management consultants, are paid a salary rather than a commission. What this means for our clients is a depth of centralized resources, a think tank of seasoned experts and professionals exclusively committed to serving our clients' interests; collaborating and negotiating in an informed and experienced concurrent manner in order to achieve the most cost savings and greatest results for our clients. It also means resources – we employ our own safety and loss control officers, claims administrators, wellness coordinators, risk managers and graphic designers, and we tap into necessary outside focused resources to benefit our clients such as employment attorneys, property appraisers, and actuaries with casualty and workers compensation program specialty. Without producers as a sales force, it is especially important to our organization that we create amazing client experiences – because we grow by having great references. At the foundation of Gehring Group's approach to client engagement is a commitment to transparency, flexibility and responsiveness.

Third, Gehring Group is unique in that we offer an all-inclusive model. Our core services exceed those requested in the Scope of Services outlined in the RFP; and we have indicated various additional value-added services, all of which are included within our fee. We are proud to advocate to the insurance carriers on behalf of our public-sector clients. As the top producing broker/consultant exclusive to public-sector entities throughout the state, we have earned the distinct honor of being the only agency in Florida to be granted administrative access to multiple public entity trusts, including Preferred Governmental Insurance Trust (PGIT) and Florida Municipal Insurance Trust (FMIT). We also maintain active relationships with standard market public-entity carriers such as, Travelers, CNA, AIG, BRIT Specialty, Alliant and more. This

exclusive diversity provides us an opportunity to make recommendations to improve products and services based on real time and relevant feedback from our clients to our carriers regarding specific programs and risk models. This also provides us considerable leverage during client negotiations.

## Qualification of Respondents

Gehring Group meets the requirements for consideration to service the needs of the City of Venice as outlined in the RFP including:

1) Gehring Group is completely independent and licensed to practice property and casualty brokerage and consulting services in the State of Florida.
2) Gehring Group has over 25 years of experience in the state of Florida operating as an insurance provider, dedicated to the public-sector, as its primary business.
3) Gehring Group has experience working as a broker or consultant with at least four (4) municipal clients with an annual property/casualty premium in excess of $1,000,000.
4) In the past five years Gehring Group has had at least four (4) municipal clients with a municipal population of at least 75,000 residents each.
5) Gehring Group has a premium volume of at least $10,000,000 (ten million dollars).
6) Gehring Group has access to multiple insurance carriers and trusts to provide for all the required City property and casualty insurance needs.
7) During 2017, Gehring Group celebrated its 25th anniversary in business.
8) Gehring Group currently maintains insurance coverage for General Liability, Automobile, Workers' Compensation and Professional Liability/Errors & Omissions (see Tab 6 for Proof of Insurance).

The names of the principals authorized to make representations for Gehring Group with regard to this proposal are outlined below. All staff listed below are located at Gehring Group's corporate headquarters at 4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, FL 33410 – Tel: 800-244-3696 / 561-626-6797. Kurt Gehring is President and CEO of the Gehring Group, Inc. and is authorized to bind the firm's legal entity, The Gehring Group, Inc.

| Name | Title | Email |
|---|---|---|
| Rodney Louis | Sr. Risk Management Consultant | rodney.louis@gehringgroup.com |
| Cindy Thompson | VP-Operations | cindy.thompson@gehringgroup.com |
| Kurt Gehring | CEO and President | kurt.gehring@gehringgroup.com |

In summary, Gehring Group meets and exceeds the minimum requirements of the City's RFP, and we are confident that we can provide the City of Venice with additional value and exceptional services. Our approach to the business as detailed in this proposal, coupled with our industry experience, market relationships and enthusiasm, make us a broker of choice for many public entities. We thank the members of the Evaluation Committee, in advance, for your review and consideration of our comprehensive response, and stand ready to provide any additional clarification or information requested.

Sincerely,

Kurt Gehring, CEO

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Submittal Signature Form
Refences – Client List
Local Preference Worksheet
Public Entity Crimes Form
Drug Free Workplace Form
Indemnification/Hold Harmless Statement
Certification Regarding Debarments, Suspension, Ineligibility & Voluntary Exclusion.
Conflict of Interest and Litigation Statement
Non-Collusion Affidavit
Agency License & Individual Licenses for Key Personnel
Certificates of Insurance
Signed Addenda

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Exhibit A ..... Available Online Safety Training Courses
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Exhibit C ..... Sample Claims Analysis Summary Report
Exhibit D ..... Sample Risk Management Action Timetable
Exhibit E ..... Sample Employee Disaster Assistance Program
Exhibit F ..... Sample Site Inspection Report
Exhibit G ..... Risk Management Resource Library

# TAB 1: EXECUTIVE SUMMARY

One-page summary of what you are proposing on the contract.

Gehring Group is pleased to provide this proposal in response to the City of Venice's RFP for Property & Liability Insurance Agent/Broker. Through our extensive experience over the past 25 years serving as Consultants/Brokers for over 100 Florida public sector entities, we are confident that our firm will offer efficiencies, value-added services, in-depth public-sector experience, and an unparalleled service standard with the goal of not merely meeting the City of Venice's needs, but exceeding expectations.

Gehring Group's Risk Management and Property and Casualty Brokerage services have been designed to achieve one key objective: anticipate and solve challenges for the public-sector. Our exclusive focus on our governmental entities means that everything that we do, every day, revolves solely around supporting our clients in addressing the same issues that challenge the City of Venice; and our complete independence means that there is no external influence able to compromise the integrity of the insurance products and services that we present to the City. Our decision to not employ commissioned producers means that there will never be a conflict of interest between an individual's personal finances and providing what is in the best interest of the City of Venice.

We are confident that our proposed services will guide and assist the City with securing the most appropriate and cost-effective insurance coverages available which begins with ensuring a smooth transition from your current broker(s) to Gehring Group. Given the importance of a successful transition for each new client, we employ steps during the onboarding and integration of the program to make the transition as seamless as possible for the City. We will identify areas of exposure by conducting various safety and liability assessments of facilities and engaging staff with regard to current risk tolerances and philosophies. We will assist the City to establish and/or coordinate employee safety and third-party liability mitigation programs in order to foster an organization-wide culture of continual awareness.

Additionally, we provide comprehensive risk management services including a former County Risk Manager who will be assigned as the City's designated consultant to assist policy and program creation and solutions. Currently, due to the recent first responder PTSD legislation, our most pressing risk management endeavor is building area networks of psychiatric diagnostic and treatment providers who are authorized to treat under the workers compensation F.S. statute 440. This is a direct result of our clients expressed concern over a lack of providers. The City of Venice will benefit and participate in all of our Risk Management Solutions.

Gehring Group can provide assistance with internal loss engineering through the experienced team efforts of your Risk Services Advisor, Risk Management Consultant and Safety Officer. With a combined 54 years of experience, your team will be able to tailor solutions that will empower the City of Venice to effectively reduce risk and maintain business continuity.

Gehring Group's claims professionals take a proactive role in all facets of the claims process and ensures that your claims are given the prompt attention they deserve. From successfully contesting a carrier's denial of coverage to challenging the amount payable or assigned reserves, we are on your side. Our claims advocacy reduces liability, losses and associated costs.

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# TAB 2: QUALIFICATIONS

1. Company Information

   a. A brief company history.

   Incorporated in 1992, Gehring Group has been providing expert risk management consulting services to Florida public sector clients for over 25 years and has grown to become one of the most respected insurance and risk management consulting agencies in the state. Gehring Group has experienced consistent growth year over year in staff and number of clients. Kurt Gehring remains 100% owner of the firm; therefore, decisions can be made quickly without the layers and red tape inherent in other firms. Gehring Group's philosophy is to provide a full range of superior brokerage and consulting services to each of our clients. We take an innovative, proactive approach to continuously enhance the quality of our performance level beyond industry standards by providing an unparalleled service philosophy and a dedication to protecting the financial assets of our clients. Gehring Group's team of experts strives to become informed of each client's risk philosophies and tolerances and to work diligently to produce your desired results. Our goal is for our clients to realize real dollar savings, while experiencing reductions in risk hazards and exposures through increased communication, awareness and availability of resources.

   Gehring Group currently employs 64 full-time staff members, five of whom work remotely throughout the state, and specializes in serving the public sector. Currently serving over 100 public sector entities, which encompass over 90% of the Gehring Group's client base, our firm is uniquely qualified in its understanding of public entity issues. Our risk management services currently include, but are not limited to:

   - Insurance Policy Marketing and Evaluation
   - Claims Review and Dispute Resolution
   - Insurance Program Audit Verification of Assets and Coverages
   - Risk Management Assessments
   - Policy Analysis and Comparisons
   - RFP Development and Proposal Evaluation
   - Loss Control and Safety Services
   - Claims Administration
   - Drafting of Policy and Safety Manuals
   - Contract Review and Consultation
   - Claims Experience Rating Management
   - Risk Management Consulting
   - Insurance Consulting
   - Appraisal Services
   - Council and Board Presentations

   At Gehring Group, we differentiate ourselves by going beyond traditional boundaries and by designing and managing fully integrated risk management and commercial insurance programs. Gehring Group has many competitive advantages that can add value and enhance the City of Venice's risk management program overall.

Independent Status

Gehring Group is a completely independent agency. We do not have a fund that we or a related entity holds; we do not sell related party insurance products; and we do not accept awards for the placement of premiums with carriers. This decision to remain independent is in line with our values of integrity and transparency. Our deliberate decision to remain unfettered to other organizations means that our commitment to that which is in the best interest of the City of Venice will not waiver nor be influenced by external financial pressures. We make the transparent choice to drive our decisions surrounding expansion, service enhancement, technological development and talent acquisition around what we experience from working through challenges with the public sector.

Additionally, Gehring Group has unique knowledge of Florida governmental trusts and the distinct honor of being the only agency in Florida to be granted administrative access to multiple public entity trusts, including Preferred Governmental Insurance Trust (PGIT) and Florida Municipal Insurance Trust (FMIT). The Gehring Group's experience and position amongst the various trusts and the standard insurance markets allows us to effectively evaluate and make recommendations on all program options that may be available to the City of Venice through these various providers.

Gehring Group has a longstanding commitment to quality assurance that starts with a team of professionals assigned to each client, ensuring that client requests are responded to thoroughly, timely, and with expertise. Gehring Group continually brings on new talent, and strategically places newly acquired clients to ensure that the client to professional ratio is low, and that the complexity of the client is considered in the process. We have found that our clients' needs have grown as the economy has been burdened, and we have increased our staff to be responsive to these needs.

When our clients express a significant disaster, our disposition is to do all that we can to meet and overcome it. One such concern had been the need to have their emergency responders, public works, maintenance and other key staff available to assist with to re-engaging services and addressing public safety in the aftermath of a disaster. But how can an employee, also affected by the same disaster event, feel at ease abandoning their loved ones during what may be their greatest time of need to selflessly assist others. We listened and understood the importance of our clients' concerns and sought out a solution.

Gehring Group is very proud to be able to provide the Employee Disaster Recovery Assistance program, our answer to a very unique public-sector challenge **Exhibit E**. This additional voluntary service will provide all participating employees with access to an insurance claims professional who will coordinate all recovery matters with their respective insurance carriers while allowing them to remain at work in Venice. The City will have confidence knowing that key personnel will be focused on the City of Venice's needs in the aftermath of a disaster. The program can also provide relief items to the City of Venice's employees, such as onsite generator-powered ATM machines, emergency fueling, meal services for their families and even temporary housing options. Gehring Group realizes that the City's most important asset is its employees, and we now have the solution to help you provide them with peace of mind while making them available for the City when it needs them most.

Corporate Values and Culture

Gehring Group has grown from three employees at its inception in 1992 to over 64 employees today, and currently services public sector clients throughout the entire State of Florida. We have developed a unique corporate culture that has allowed us to attract the best talent available in the marketplace and retain many of these employees for over 10 years. Longstanding tenure amongst our employees ensures that the City of Venice will receive consistent service that it can count on year to year.

Furthermore, we understand that the best way to take care of our clients begins with taking care of our employees. We are proud to announce that Gehring Group was ranked in the Top 10 Best Places to Work in South Florida by the South Florida Business Journal for 2018. Being selected as an honoree for this award is a great tribute to each and every one of our employees, and reflection of our corporate culture; as well as a reflection of the support we receive from our clients.

SOUTH FLORIDA BUSINESS JOURNAL

P

BEST PLACES TO WORK



***South Florida Business Journal - Best Places to Work 2018 Finalists Luncheon***

We strive to create value for our clients in everything we do by aligning our corporate culture and values with the unique needs and goals of our clients. Inherent in our corporate culture, Gehring Group has *30 Keys to Our Collective Success* that focus on:

- ✓ Fanaticism around culture, values, and principles
- ✓ An unfailing commitment to people
- ✓ Rigorous attention to detail and execution, and
- ✓ Flexibility, creativity and determination to transcend the status quo.

In addition to a superior service standard, supporting our clients' and communities' needs is a fundamental objective and inherent in our culture here at Gehring Group. We take the role of advocacy to heart when representing your claims issues, and we advocate for the organization when negotiating your renewal. Further, through our *Helping Hands and Hearts* community service committee here at Gehring Group, our staff has provided hands on service in the community including assisting programs run by our clients such as our regular participation in *Paint Your Heart Out* through Solid Waste

Authority, building homes with *Habitat for Humanity*, supporting the initiatives of The Lord's Place in ending homelessness, and fundraising for ARC of Palm Beach County. Whether sponsoring or attending a fundraiser or participating in an event or drive, the Gehring Group organization will not only be your supporter and advocate, but your raving fan!



***Paint Your Heart Out Community Outreach – Boys & Girls Clubs, Palm Beach County***

Client Education

Each Spring, Gehring Group hosts a Public-Sector Insurance Education, Innovation and Excellence Summit in Palm Beach Gardens, FL, where our public-sector clients are invited to attend various training sessions on Leadership, Wellness, Legislative/Compliance Updates, Innovation and Trends in Employee Benefits and Risk Management. The Summit is free of charge to our clients and includes hotel accomodations!




During the most recent Summit, we educated our public sector clients on the specific language included in F.S. 112.1815, addressing First Responder PTSD, what will be required of employers and the resources available to help satisfy the statutory education requirements. The Summit also included a roundtable where agencies and municipalities were able to address their most pressing concerns about the new legislation and collaborate around available solutions. We finished by forming a real-time online community of public entity HR and Risk officers who can share documents, ideas, policies, awareness training techniques; consult on actual events; discuss potential new psychological treatments; and provide information on identifying regional psychiatric providers, all of which is coordinated, implemented and sponsored by Gehring Group, at no cost to our clients.

b. How many years has your organization been in business as a provider of the products and services you're proposing to offer under this solicitation?

25 years

c. How many years has your organization been in business under its present business name.

21 years

d. Location of the Consultant's office and location of the office where the project will be produced. Include the name and titles of those members of the project team that are permanently assigned to the project office.

Gehring Group's home office is located at 4200 Northcorp Parkway, Ste. 185, Palm Beach Gardens, Florida 33410. We also have remote locations in Orlando, Bradenton, Sarasota, Tampa and Parrish, FL. The office hours are 8:30 a.m. to 5:00 p.m.; however, our clients have access to their service

team members via cell phone and email beyond these hours. The project team assigned to the City is included in Tab 4: Personnel.

i. How many full-time employees?

Gehring Group has over 60 full-time employees.

ii. How many years at prior project location?

Prior to relocating to our current address in 2017, Gehring Group was at its prior location at 11505 Fairchild Gardens Avenue in Palm Beach Gardens, FL for 15 years.

iii. Is work to be shared amongst employees working out of different proposer office locations? If so, what is the allocation of personnel and related work they are to perform?

In order to better serve our clients, we have remote employees located throughout Southwest and Central Florida. These employees are based out of and supported by our corporate office in Palm Beach Gardens, but due to their proximity, are accessible to clients as needed. Below is a table of the expected first-year allocation personnel and time for the City of Venice.

| City of Venice | RSA % | RMC % | SO % | RA % | CA % | AM % |
|---|---|---|---|---|---|---|
| Anticipated Time Allocation | 10% | 20% | 8% | 8% | 5% | 8% |

RSA -Risk Services Advisor
RMC – Risk Management Consultant
SO – Safety Officer
RA - Risk Analyst
CA - Claims Advocate
AM – Account Manager

e. Under what other or former names has your organization operated?

Gehring Insurance Agency, Inc. (1992-1996)
The Gehring Group, Inc. (1996 to date)

f. If your organization is a corporation, answer the following:

| | | |
|---|---|---|
| i. | Date of incorporation: | October 6, 1992 |
| ii. | State of incorporation: | Florida |
| iii. | President's name: | Kurt Gehring, CEO |
| iv. | Vice-President's name(s): | Kate Grangard, CPA, CFO |
| v. | Secretary's name: | Cindy Thompson, VP of Operations |
| vi. | Treasurer's name: | Cindy Thompson, VP of Operations |

g. If your organization is a partnership, answer the following:
i. Date of organization

ii. Type of partnership (if applicable)
iii. Name(s) of general partner(s)

Not applicable.

h. If your organization is individually owned, answer the following:
   i. Date of organization
   ii. Name of owner

Not applicable.

i. If the form of your organization is other than those listed above, describe it and the name of the principals.

Not applicable.

j. Financial Responsibility.

Gehring Group is organized as a Florida Subchapter S corporation, of which Kurt Gehring is the Principal owner. As a non-public company, Gehring Group does not prepare or file audited financial statements for public distribution or file with the Securities and Exchange Commission. Under the direction of Kate Grangard, CPA, CFO, and Katherine Bellantoni, CPA, Controller, both Florida Certified Public Accountants, Gehring Group employs a conservative fiscal approach and prudent decision making. The predominant portion of Gehring Group's revenue is received from monthly commissions and consulting fees and Gehring Group has enjoyed continuous, year-to-year operating profitability. Gehring Group maintains a positive capital balance and reinvests its profits into the development of client-oriented services and technology such as our in-house Graphics Department and BenTek®. In addition, Gehring Group maintains a strong banking relationship, reference to which is available upon request.

# TAB 3: FEE & PRICING PROPOSAL

Provide flat fee proposal.

Gehring Group proposes a comprehensive service model for "Property & Casualty Insurance Broker" for the following proposed annual fee billable on a monthly or quarterly basis. Under this arrangement, the City would receive all services as outlined within the scope of services of the RFP, in addition to Gehring Group's numerous value-added services such as year-round account management services, educational seminars/webinars, assessments, analytical reporting, claims advocacy as well as all Gehring Group's comprehensive risk management consulting services.

Gehring Group's flat annual fee to be paid directly by the City of Venice is as follows:

| Services | Annual Fee |
|---|---|
| PROPERTY AND CASUALTY INSURANCE BROKERAGE SERVICE | $30,000 |

The Employee Disaster Relief Assistance Program is a valuable additional service that we are proud to be in a unique position to provide to our clients. The public-sector is our emphasized focus. Therefore, this persistence to always create ways to fill needs for our clients, drove us to finding and delivering this valuable solution to a genuine concern. This voluntary service is offered to the City of Venice on a per employee/per annum cost as follows:

| Additional Services | Annual Fee |
|---|---|
| EMPLOYEE DISASTER RECOVERY ASSISTANCE | $45 Per Employee/Per Year |

Statement of Full Disclosure

It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We do not accept indirect compensation such as gifts or trips and we practice full disclosure relating to all direct and indirect compensation. Gehring Group is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks. We do not have a fund or trust that we or a related entity holds, and we do not sell related third-party insurance products. The relationships and recognitions Gehring Group does have with carriers are based on premium volume providing us with significant negotiating clout. As one of the top producing brokers/consultants for public sector entities throughout the state, our philosophy has always been to offer complete revenue disclosure upon request which we will continue to practice with the City.

Gehring Group is open to discussion regarding alternative scopes of work and compensation structures upon request of the City.

# TAB 4: PERSONNEL

For the key individuals who will be marketing, consulting, estimating, coordinating, supervising and managing before, during and after-sales services, warranty, maintenance, and support services offered in response to this solicitation, in your response, provide a listing of and the qualifications of these key individuals. Provide the name, title, qualifications and experience in the area(s) of service(s) that they will be providing. Include awards, certification, membership in professional organizations and licensing. Resume may be included but key personnel qualification sheets are limited to 1 page per employee. Max number of key personnel is ten.

1) Provide organizational plan for management of project(s).
   a) A proposed relationship between key members and support staff and aspects of work each will be responsible for working.

The following includes the proposed service team structure for the City of Venice. Gehring Group services each client under our team-based approach ensuring accessibility to staff at all times. These professionals, along with an easily accessed upper management staff and our corporate philosophy regarding our team approach, provides assurance that our clients have access to experienced professionals who are aware of, or can easily access their files, to provide resolution and answers at all times. Gehring Group's standard is to return a call promptly, generally within the same day; however, our clients enjoy the ability to always get a message to their service team who may be out of the office either through their cell phones or our administrative assistants. Gehring Group's service team for the City consists of highly qualified personnel whose resumes include years of consulting for and servicing public sector clients. Your service team includes the following personnel:

- Senior Risk Services Advisor: Rodney Louis
- Risk Management Consultant: Raymond Carter
- Safety and Loss Control Officer: Stuart Morgan
- Risk Analyst: Paul DeSilva
- Claims Advocate: Valerie Ensinger
- Account Manager: Thomas Willins

Gehring Group does not employ commissioned producers. Since the advent of our firm, it has been our philosophy to serve our clients through a team of salaried, professional advisers, much the same as other professional services retained by the City, such as attorneys, architects, accountants or actuaries. As public-sector specialists, we understand the need to eliminate any semblance of impropriety and have experienced that our salaried adviser structure eliminates the potential for conflict of interest that may arise from a commissioned producer's personal financial situation and what should be in the best interests of the City.

Gehring Group maintains a strong commitment to remain at the forefront of industry trends, new legislation, cutting edge benefits technology tools, and new types of insurance programs offered by insurance companies and third-party administrators to remain ahead of the curve. In fact, members of our qualified team are in high demand for speaking engagements at various HR, risk management and public sector associations meetings and conferences.

Identify all Agent/Brokers and sub-contractors to be used on project(s).

b) Describe work experience, field(s) of specialization, education and certifications.

Our service team organizational structure and team who will manage the project is represented as follows:




At Gehring Group, we rely on our clients to be our references, and insomuch we work toward not only being excellent technicians but also excellent communicators and a valued resource for all their benefits needs. Our staff understands the value of our reputation and the importance of meeting our clients' expectations. We are always communicating not only with our clients, but also internally to ensure that we are on track with meeting client expectations and delivering quality service and expertise to each and every client.

Gehring Group meets all minimum requirements as outlined in the City of Venice's RFP. Our staff members have the required experience in all areas outlined. Engaged, personalized account leadership is paramount to effective long-term client relationships. You will see that our passion for service shines through daily.

Resumes for the above team members are included on the following pages.

Name: Kurt N. Gehring, President & CEO
Professional Licenses: Life, Health & Variable Annuity, General Lines Property & Casualty
Education: Florida State University
Degree: B.S., Marketing
Years in Industry: 26 years
Licensing: 2-20 General Lines (Prop. & Cas.); 2-15 Life, Health & Variable Annuity; 1-20 Surplus Lines
Florida Insurance License #A094973
Association Memberships: FGFOA, FPHRA, PRIMA, SALGBA, FAC, FASD, FERMA, FPELRA, The Council

Kurt Gehring will be the Executive Staff assigned to the City of Venice. His extensive work over the past 25 years has placed him in direct communication with public sector agencies such as County Commissions, City and City Councils, Municipal Managers and all related bargaining units along with the employee body as a whole. This exposure provides unparalleled practical experience within a learned understanding of the local governmental environment. Mr. Gehring remains at the forefront of the insurance industry by staying up to date on industry trends, compliance issues, and innovative programs being presented by insurance companies and third-party administrators.

Kurt founded Gehring Group with the mission of providing clients the highest level of service, exceeding not only industry standards, but also client expectations. Recognizing the inherent challenges in servicing organizations with a large number of employees, various contracting parties and insurance obligations, Gehring Group utilizes a unique, team-based approach customized to meet the specific needs of each client. Each Gehring Group employee makes an unprecedented effort to address each situation both promptly and effectively. The success of Gehring Group is a direct result of this promised and delivered, unparalleled service standard. Kurt is a highly-regarded industry expert who is consistently called upon to speak and serve on panels at numerous public-sector conferences; where he consistently receives the highest accolades for his out of the box, engaging, and informative sessions.

Name: Rodney Louis
Professional Licenses: General Lines Property & Casualty, Life, Health & Variable Annuities
Education: Florida State University
Degree: B.S., Finance
Years in Industry: 21 years
Licenses: 2-20 General Lines (Prop. & Cas.); 2-15 Life, Health & Variable Annuity
Florida Insurance License #A158924
Affiliations: Public Risk Management Association; Risk Management Society; The Council
Association Memberships: PRIMA, RIMS, FERMA, The Council

As the City of Venice's primary Risk Services Advisor, Rodney will serve as the team lead for the City's insurance program. The City will benefit from Rodney's vast array of experience working with all of our public sector clients, servicing both their insurance and risk management programs. He has strong experience in servicing governmental entities whose risk programs are insured by trusts, layered markets, or a combination of both.

Rodney Louis, a Florida State Alumni, has been an insurance industry professional since 1997 and is licensed in property, casualty, life and health products. When he joined Gehring Group as an analyst, he brought with him 13 years of industry experience. His broad experience and extensive licensing provides our Gehring Group clients with an invaluable resource to assist in the development and recommendation of a comprehensive, competitive risk program.

Rodney spent the early part his career working for a national rating firm providing crucial analysis on the stability and creditworthiness of both the insurance and banking markets. Rodney then broadened his scope of the insurance industry by becoming licensed for property and casualty insurance. From 2003-2009, he was a managing partner of a full-service brokerage firm and managed their underwriting, agent development and program analysis divisions.

In 2010, Rodney joined Gehring Group as a Risk Analyst. In his current position as Sr. Risk Services Consultant, he will coordinate and direct all of your risk services including, the strategic and budget planning analysis as it relates to the City's insurance programs or other risk financing instruments; reporting on loss control and safety procedures; contract language review and negotiation; legislative and market updates; policy manual drafting; claims advocacy; safety & liability site inspections and so much more. Rodney's primary function is to ensure that all necessary steps and procedures are accomplished while remaining involved in the continuity and effective outcome of all processes. In addition, he will work in coordination with our safety and loss control personnel to monitor claim reports in order to anticipate future program costs and to make recommendations regarding utilization patterns as well as providing budget and renewal projections. He will also be available as needed for meetings with decision makers and is available to make presentations to executive staff and boards as required. Rodney's distinctive public-sector knowledge and professional experience is an invaluable asset to our clients providing peace of mind when unexpected needs may arise or as questions or concerns present themselves. Analytical, detailed, and proactive – Rodney is a valuable member to the employer organizations he services.

Rodney's public-sector experience includes managing all lines of Property and Casualty coverage for such public-sector entities as the Charlotte County Board of County Commissioners, City of Dunedin, Keys Energy Services, Village of Wellington, Monroe County BOCC, City of Boynton Beach and Palm Beach County Sheriff.

**Name: Raymond Carter**
**Professional Licenses: General Lines Property & Casualty, All Lines Claims Adjuster**
**Education: University of Florida**
**Degree: Statistics and Mathematics**
**Years in Industry: 15 years**
**License: 2-20 General Lines (Prop. & Cas.); 6-20 All Lines Adjuster**
**Florida Insurance License #P151561**
**Other Certifications: ICS 100, ICS 200, ICS 300, ICS 400 and ICS 700**
Association Memberships: PRIMA, FERMA

Ray will be the lead risk management consultant (RMC) for the City of Venice. An Alumni of the University of Florida with a Bachelor of Science degree in Statistics and Mathematics, Ray lived in Collier County for over 20 years and worked as Manager Risk Finance for the Board of County Commissioners from 2003-2012. Ray has also been the Risk Manager for Manatee County and oversaw the Risk

Management division which supported approximately 3700 employees, and a Schedule of Values just over $1 Billion in Real Property and assets. Ray has experience managing the exposures of Public Entities, including but not limited to public utilities, law enforcement and fire protection, sanitation, parks, and public works Ray Carter, as your RMC, is the ideal person to understand how to work with the city's current Risk Management program. Ray can also provide assistance in the following:

- Self-administrating Claims and/or working directly with Third Party Administrators (TPA's)
- Assist with Implementation and administration of a Risk Management Information Systems (RMIS) and properly integrate system(s) with the TPA to enhance loss control efforts.
- Will be onsite for Safety Committee meetings, Claim Review meetings, and Safety Audits
- Provide, an independent Appraisal of Assets (Real Property), assist with valuation of personal property (contents by location) and properly schedule Property in the Open (PITO)
- Perform a Gap Analysis, to identify an effective risk treatment, including contractual risk transfer operational procedures contained within depts. and divisions, human resources policies and procedures, claims management and Excess Insurance policies for all coverage lines.
- Conduct and Coordinate onsite safety training and establish internet-based training as well.
- Provide contractual insurance language, appropriate coverage and limits, and indemnity provisions and evaluations ready for legal review.
- RFP bid development and evaluation.
- Policy and Procedural audits and revisions.
- Be available for any special projects or tasks as may be needed the city.

Ray has been active with the Risk Management Society (RIMS) SWFL, and has been a member of PRIMA since 2008, a past Board Member of SWFL PRIMA, and current Advisory Board Member of SWFL PRIMA. He also still has property on Isles of Capri, where he intends to one day finally settle in for a well-earned retirement.

Ray's familiarity with Collier County, education, experience, institutional, and technical knowledge in Risk Management will provide a valuable additional resource for the City of Venice moving forward.

Name: Paul H. DeSilva
Professional Licenses: General Lines Property & Casualty
Education: Florida State University
Degree: B.S., Finance
Years in Industry: 31 years
Licenses: 2-20 General Lines (Prop. & Cas.)
Florida Insurance License #A066728

Paul DeSilva will serve as the City of Venice's Risk Services Analyst. Paul will be responsible for overseeing all aspects of the analytical services functions including compiling all claims and trend data to design relevant reporting, present the City to the insurance market and provide evaluation and recommendations to the City on all lines of property and casualty insurance coverages proposed. Paul will assist Rodney with the marketing, renewal, recommendation and presentation of all risk management and property and casualty insurance programs for the City. In addition, he will work in coordination with our safety and loss control personnel to monitor claim reports in order to anticipate

future program costs and to make recommendations regarding utilization patterns as well as providing budget and renewal projections. Paul's services to the City will include but are not limited to:

- Evaluation of the City' insurance program
- Preparation of insurance specifications
- Analyzing bid responses and evaluation of proposals
- Provide claims analysis reporting and benchmarking data for insurance program analysis
- Contract review and interpretation as necessary or requested

Paul Desilva also graduated from Florida State University and began his Property and Casualty Insurance career in 1987, working as an underwriter for a National Insurance Carrier. Paul then spent almost a decade working as a workers' compensation auditor, with the National Council on Compensation Insurance (NCCI), before becoming a Commercial Insurance Advisor and Managing Partner of a firm in West Palm Beach. Paul's diverse experience in all facets of property and casualty and workers compensation insurance will provide the City with another vastly knowledgeable resource with over 30 years of experience in risk services and analytics. Paul's professionalism, determination and work ethic are desired attributes that help to foster a clear and effective team approach as we endeavor to deliver a proactive culture of safety awareness and an efficient risk management philosophy to our clients.

Name: Stuart J. Morgan
Professional Licenses: Airline Transport Pilot
Education: Embry-Riddle University
Degree: B.S., Aeronautical Science
Years in Industry: 13 years

After graduating with honors from Embry-Riddle University, Stuart Morgan began his career as a commercial airline pilot for one of the major airline carriers. With his 20+ years in the industry, Stuart brings a lengthy background in the aviation safety services arena. He joined the Gehring Group team in 2004 with the responsibility of providing our clients with safety and loss control services. His responsibilities include monitoring, analyzing, and report generation on client loss data for the purpose of identifying hazards and trends in the workplace. He then utilizes this data for use in facilitating safety programs based upon client needs and trends. These reports are also shared with account management and analytical staff for use in the renewal process. Stuart also assists clients and staff by attending and participating in safety committee meetings to help identify hazards or training deficiencies which may require unique, specialized training parameters. Stuart conducts liability and safety inspections at client facilities to identify potential exposures and to mitigate potential hazards. Afterward, Stuart will generate a report of the inspection analysis for the benefit of departmental management, which includes actionable recommendations for addressing any areas of concern. Through coordination with outside vendors to include equipment manufacturers/reps, chemical handling specialists, and motor vehicle safety operations, a training program will be developed. Stuart can also work with staff to generate workplace safety manuals. Having access to over 80 public sector entities and public utilities, Stuart can provide proven resource material that may be a used to create a tailored workplace safety program that fits each client's own unique needs and culture.

Name: Thomas J. Willins
Professional Licenses: General Lines Property & Casualty, Life & Health
Education: Lynchburg College
Degree: B.S., Business Administration
Years in Industry: 31 years
License: License: 2-20 General Lines (Prop. & Cas.); 2-18 Life & Health
Florida Insurance License #A286779

Tom will serve as the primary Account Manager for the City of Venice's for all services related to your property and casualty insurance program. Tom will work with Rodney Louis in the marketing, renewal and recommendation for placement of this coverage, providing services to the City that include but are not limited to:

- Complete the review and sign off on policies and endorsements for accuracy.
- Manage policy details, provide loss runs and issue certificates of insurance which require contractual or coverage review.
- Process client invoices, endorsements, binders, certificates, coverage policies, and audits.
- Process monthly installments and direct bill invoices, where necessary.

Immediately upon graduation from Lynchburg College, Tom was aggressively pursued by a large Managing General Agency in South Florida where he developed his insurance marketing and program placement skills. Tom has spent 30 years in the commercial insurance industry and brings a wealth of experience in client services and relationship development, having managed several large corporate policy programs while creating a vast network of associates amongst insurance carrier underwriters who know him to be thorough, concise, ethical and reliable while insistently advocating for the betterment of his clients.

Name: Valerie J. Ensinger
Professional Licenses: All Lines Claims Adjuster; General Lines Property & Casualty
Education: Palm Beach State College, Legal Career Institute
Degree: A.S., Legal Studies
Years in Industry: 31 years
License: 2-20 General Lines (Prop. & Cas.); 6-20 All Lines Adjuster
Florida Insurance License #W316877

Val will serve as the Claims Manager for the City of Venice for all claims issues involving Liability, Property, Physical Damage and Workers' Compensation. Val will work hand in hand with Rodney and Stuart to promote a culture of safety at the employee level, assist management to process and follow up on open claims and coordinate with adjusters to bring all claims to an expeditious and cost-effective closure.

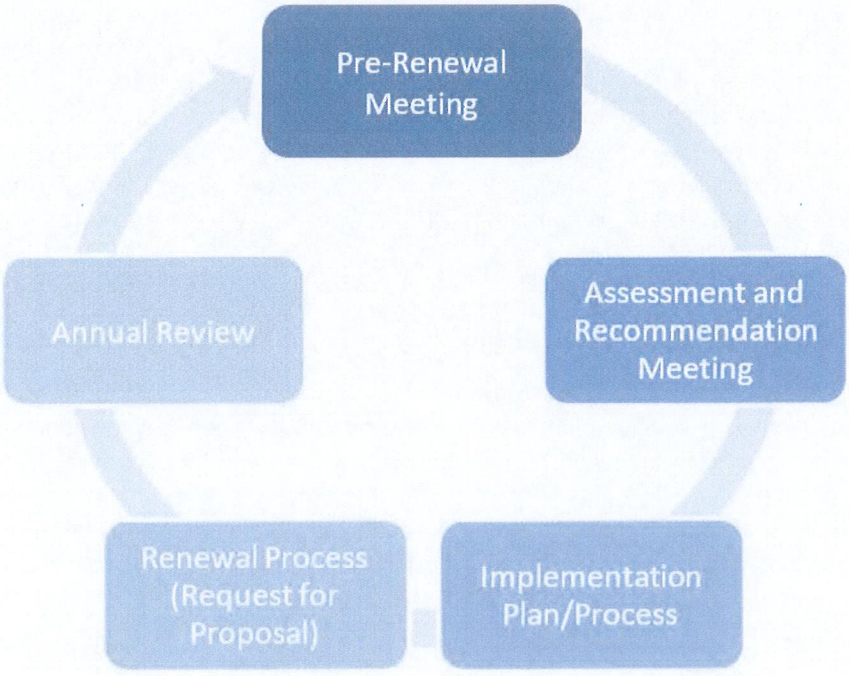
Upon completion of her studies at the Legal Career Institute, located in Plantation, Florida, Val spent the next 22 years of her career in the legal field as a legal secretary, court reporter and law office administrator. In 2001, Val was hired as a Legal Services Coordinator/Insurance Claims Manager for a national restaurant chain where she was responsible for assisting general counsel with the composition, revision and analysis of all legal documents, correspondences and leases. Val also

managed the processing, investigation and follow-up of all workers' compensation and liability claims for over 70 restaurants around the country. Val's wealth of experience working with claims adjusters coupled with her deep understanding of nuanced legal composition, provides our clients with a uniquely talented advocate for the resolution of their liability and workers' compensation claims.

# TAB 5: PROPOSAL REQUIREMENTS

**State how you plan to provide your product or service based on the evaluation criteria and specifications list in the Request for Proposal.**

Our Risk Services and Marketing Process are the basis for how we do business at Gehring Group. Our procedure begins with at the onset of the award of contract. It details the information required to market an account and provides a step-by-step plan on how we intend to obtain the best pricing and coverage for the City of Venice. We do not operate under a "cookie cutter" approach; instead, we offer all available resources and timelines to facilitate tailoring a program to meet the needs of Venice. Gehring Group staff will work closely with Venice to ensure this process lines up with Venice' goals.




### Onboarding & Integration

Prior to our annual pre-renewal meeting, we begin to gather and update all pertinent risk financing information from the City. In addition to insurance policy information, we will complete a review of its website, financial statements; conduct a study of its insurance policy language and coverages to determine the exact protections being afforded; we review Venice current employee and safety manuals, vendor contracts and recent interlocal agreements; initiate a City-wide safety and liability assessment; engage in personnel discussions with relevant staff; and analyze current and historical claims experience. We then formulate our assessment of the updated risk exposures and coverage analysis completed from the information gathered. Our risk summary of the City's hazard exposures and the adequacy of its current insurance program is then presented and reviewed with the City's staff in order to confirm expectations and goals. We compare this risk summary to your current insurance coverage to: determine any serious or unanticipated gaps that exist; review the retentions and insurance limits; and provide you with our observations and recommendations.

We then facilitate an implementation meeting where we will agree upon a timeline of major milestones that will take place up to the placement of the renewal policies. As per the RFP, when we are operating solely in a consulting capacity and are unable to place coverage directly for Venice, we will communicate the necessary information to the brokers, carriers and trusts who will secure the various insurance product proposals on behalf of Venice. Our many years working with Venice staff has led us to become intimately acquainted with the its overall insurance program and unique loss exposures, thereby making Gehring Group ideally suited to best represent Venice to the insurance market abroad.

Assessment & Recommendation Meeting

At least 130 days prior to the City's primary policy renewal dates, we will coordinate a pre-renewal meeting to review our assessment of the risk exposures and coverage analysis completed from the information gathered prior, from which a risk analysis report and summary of Venice' hazard exposures and the adequacy of its current insurance program will be presented and reviewed with City staff in order to confirm expectations and goals **Exhibit D**. We will compare this risk summary to your current insurance coverage to: determine any serious or unanticipated gaps that exist; review the retentions and insurance limits; and provide you with our observations and recommendations. Also, during this meeting, the Gehring Group will update the City on the current insurance market, discuss recent renewal results for similar clients, and various relevant deductible options. Finally, we will assess the City's desires for of any particular carrier, based on its history with that carrier; specifically, relevant industry coverages; the carrier's financial rating, etc.

Implementation Plan/Process

Upon completion of the Assessment and Recommendation meeting, Gehring Group, together with City staff, will come away with a concise plan for our mutually agreed upon objectives for policy renewal coverages and ongoing services. We will then implement the plan first by portraying, with integrity, the City's unique risk profile for each line of coverage to all available markets and/or brokerage firms. Insurance company underwriters will know that the City's submission will truthfully portray its unique risks and operations in a transparent and easily discernable format. Our ultimate goal is to distinguish the City from its peers by demonstrating its distinctive risk characteristics. Currently, Gehring Group would then move to implement all the annually ongoing risk management, safety and loss control, claims administration and program analysis services that we mutually agree are required to assist the City to establish or maintain a culture of workplace safety and liability claims mitigation. With these services we would attend, facilitate or coordinate any regular meetings that the City requires and can be available with limited notice to assist with contract reviews, policy manual reviews, updates or drafting, conduct a City-wide workplace safety and liability inspection and coordinate employee/staff trainings.

Renewal Process (Request for Proposal)

In order to achieve a successful renewal for our clients, we focus on two specific parts – market solicitation and the evaluation of options. At our Pre-renewal meeting, we will have discussed all available market alternatives, ask for your input and agree upon the carriers that we want to approach based on their program specialties and the City's needs. During the proposal process, we review alternative limits, retentions and coverages. We provide you with regular updates to keep you informed of the process and to maintain the integrity of our pre-determined timelines. Upon Receipt of all carrier proposals, we will assess the results and create an unbiased evaluation of all coverage enhancement or detractions as per the objectives that we pre-determined to be of pertinence for the City. We are aware that our clients want

to have a bottom-line comparison of all renewal alternatives, but we also know that they need to be able to recognize details of each quotation. So, our renewal evaluations feature detailed and highlighted coverage comparisons and a full summary of their differences. Our analysis will help you make the most educated renewal decision. Should Gehring Group have the ability to function in the capacity of broker for any insurance coverages, it is important to understand the we do not utilize commissioned producers in our company. All of our employees are salaried professionals. Therefore, Venice can be assured that insurance carrier incentives such as commission percentages, policy retention prizes or productivity bonuses will never play a part in our program recommendations.

## Annual Review

Annually, at an agreed upon date, the Gehring Group conducts a review meeting designed to evaluate our performance, review the results of your renewal, discuss any new operations or acquisitions you are contemplating, identify new and emerging risks, update you on recent market conditions/trends, and plan our next renewal strategy meeting. We conduct these annual meetings in order to identify opportunities for improvement to our services, to realign the services currently being provided to the City in the event that they are either insufficient or unnecessary to accomplish their goals and to ensure that the Gehring Group and the City are moving forward into the next policy term with the same goals. It is our intent to achieve a shared understanding of the risks that are associated with the City and the joined efforts to construct a plan to bring the greatest value to its insurance program, improve the predictability of its annual budget and increase opportunities for resident services.

Upon completion of the development of the City's insurance coverage plan objectives and risk management service needs, the Gehring Group immediately begins to coordinate program meetings and communications in order to commence the service needs of the plans. We will also implement the following renewal timetable:

| | |
|---|---|
| 130 days prior to renewal | Venice and Gehring Group will come together for a pre-renewal meeting |
| 120 days prior to renewal | Coordinate the completion of all carrier renewal forms and applications |
| 100 days prior to renewal | Submission to brokers, insurance carriers or to the market, as directed by plan |
| 90 days prior to renewal | Status update to the City, confirm integrity of timelines |
| 75 days prior to renewal | Receipt of all renewal proposals and carrier negotiations, if needed |
| 65 days prior to renewal | On-site presentation of renewal evaluation of market proposals |
| 60 days prior to renewal | Submission of proposals and support documents for Council agenda |
| 45 days prior to renewal | Attend any Council/Board meetings per the City's direction |
| 30 days prior to renewal | Submit policy bind requests to carriers |
| 25 days prior to renewal | Confirm receipt of all binders and generate invoices for City as needed |
| Renewal Date | New Plan Year Begins |
| 30 days after renewal | New policy receipt from carrier and review for coverage accuracy |
| 45 days after renewal | Electronic delivery of carrier policies to the City |
| 60 days after renewal | Delivery of policy booklet and binder |

Throughout the risk financing procurement and placement timetable shown above, we will engage in other our ongoing services to the City such as, safety and loss control, risk management assessment, gap analysis, claims advocacy, staff trainings, asset assessments, analytical reporting, contract indemnity and insurance language reviews, procedural manual drafting and council presentations. Our constant involvement communication and assist to the Venice is designed to provide a comprehensive professional staff to support the City's Risk Manager.

# Expect a Full Spectrum of Gehring Group P&C Solutions

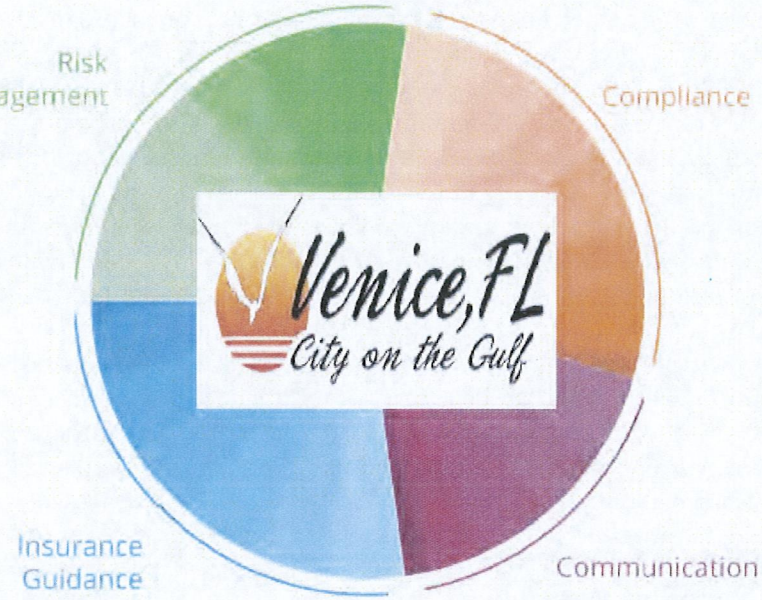
From compliance to communication, let us provide a full spectrum of solutions for City of Venice.
We understand the challenges Public Entities face and know you're asked to take on more than ever.
Expect more from a broker- expect our full spectrum of solutions.

- Public Sector Benchmarking
- Risk Summaries
- Return to Work Programs
- Claims Reduction & Management
- Fraud Reduction Program
- Disaster Recovery Planning

- Federal/State Compliance
- FMCSA
- DOT
- FEMA
- GHS Compliance

- Employee Safety Manual
- Workplace Posters
- Online Safety Training
- Employee Newsletters & Videos

- Quote Insurance Programs
- Claims & Billing Assistance
- Negotiate Renewal
- Plan Comparison
- Coverage & Policy Expertise
- Application Submission







## Typical Services from Brokers

Break away from the mold of the traditional broker. The average broker meets your basic needs when it comes to claims, plans and renewal negotiation. What about injuries on the job? New exposures like cyber-attacks? Preparing for FEMA?

GEHRING GROUP
EMPLOYEE BENEFITS | RISK MANAGEMENT
561-626-6797
rodney.louis@gehringgroup.com
http://www.gehringgroup.com/

While insurance is a key risk management tool that supports public entity service operations, vendor exposures or projects to be financed and built, there is no "one-size-fits-all" insurance structure that can be applied to every entity. From their unique coverage opportunities to their extremely high values, public entities face a wide range of exposures not regularly seen in your more traditional commercial insurance.

Our approach and methodology will involve an in-depth assessment of the City's exposures from four different perspectives.

1. From the standpoint of an internal risk manager, reviewing asset schedule accuracies, reviewing procedures and verifying risk transfer agreements.
2. From the standpoint of an insurance consultant, identifying coverage deficiencies, investigating coverage enhancements and providing appropriate risk financing solutions;
3. From the standpoint of a safety officer, teaching best practices principles, developing training programs and recognizing loss mitigation opportunities.
4. From the standpoint of a risk analyst, gather pertinent historical data and experience, identify consistent trends and outliers, create analytical reports.

It is important to note that Gehring Group does not participate in any provider relationships that would prevent us from acting independently and providing objective advice and guidance. We do not accept indirect compensation such as gifts or trips, and we practice full disclosure relating to all direct and indirect compensation. Gehring Group is an independent agency, not affiliated with any particular insurance companies, third party administrators or provider networks. We do not have a fund or trust that we or a related entity holds, and we do not sell related third-party insurance products.

We also have strong market relationships. We have positioned ourselves as the premier public entity service provider and are recognized throughout Florida as the largest public entity brokerage firm. This reputation for objectivity and professionalism has allowed us to develop dynamic working relationships with a vast number of excess and surplus insurance carriers, as well as with the state's admitted insurance carriers and permitted us to become the sole agency in Florida with administrative working access to multiple public entity insurance trusts, including Florida municipal Insurance Trust and Preferred Governmental Insurance Trust. A relationship with a carrier that involves administrative access means that our agency is allowed to communicate directly with the insurance providers' various administrative divisions. This communication entails the ability to negotiate with, assist to create policy manuscript changes for your client, uncommon to the standard coverage forms usually provided by the carrier, advocate with policy adjusters and provide direction to them on behalf of the member, share reporting and service plans with loss control staff and represent our agency or our clients at exclusive, member-only forums and events, hosted by the trusts.

Gehring Group's administrative access with FMIT has allowed us to negotiate coverages and premiums for our clients, even after initial proposals and coverage terms have been submitted. This relationship involves trust and respect in the itegrity of the members advocate and the knowledge that while the member's interests take precidence, they can rely on our agency to respectfully represent their program to our clients without any preconcieved bias. Gehring Group also enjoys similar administrative access with PGIT as an appointed company allowed to work with its staff members to negotiate, create, and advocate for the best coverage programs that best address our client's operations. Our relationship allows us to receive regularly scheduled updates form adjusters and the ability to discuss and influence important decisions such as claims reserves. The administrative access afforded Gehring Group by both FMIT and PGIT is a mutual

collaboration of trust and admiration that creates opportunities for coverage maximization, customization at the most competetive annual cost for our clients.

We only work with reputable, financially stable, solvent and highly rated insurance carriers. We take into consideration insurance company A.M. Best ratings in our goal of providing each client with the program that is most in line with the client's philosophy and budgetary constraints. The following is a list of insurance carriers (markets) to which Gehring Group has access to and with whom Gehring Group has a current relationship:

| Name of Company | AM Best Rating | Name of Company | AM Best Rating |
|---|---|---|---|
| Admiral Insurance Company | A+ | Kemper Corporation | A- |
| AIG/National Union Fire Insurance Co | A | Landmark American Insurance | A |
| Allied World Assurance Co | A | Lexington Insurance | A |
| Allianz U/W Insurance Co | A+ | Liberty Surplus Insurance Company | A |
| Aliant Property Insurance Program | NR | Lloyds Of London Companies | A |
| American Safety Insurance | A | Midwest Employers Casualty CO. | A+ |
| Arch Excess & Surplus Lines Ins | A+ | Mt. Hawley Insurance | A+ |
| Arch Specialty Insurance | A+ | Mt. Vernon Fire | A++ |
| Aspen Specialty Insurance | A | National Fire & Marine | A++ |
| Axis Surplus Insurance | A+ | Nautilus Insurance Company | A+ |
| Burlington Insurance Co | A | North American Capacity | A+ |
| Catlin Specialty Insurance Co | A | Northfield Insurance | A+ |
| Chubb Custom Insurance | A++ | Nutmeg Insurance Co | A |
| Clarendon America Insurance | NR | Old Republic Union Insurance | A |
| CNA | A | One Beacon Property | A u |
| Colony Insurance | A | Pacific Insurance Companies | A |
| Crum & Forster | A | Philadelphia Insurance Co | A++ |
| Darwin Select Insurance | A | Princeton Excess & Surplus | A+ |
| Endurance American Specialty | A | QBE Insurance | A |
| Essex Insurance Co | A | RLI Insurance | A+ |
| Evanston Insurance Co | A | Rockhill Insurance Co | A |
| Fireman's Fund Insurance | A | RSUI Indemnity | A |
| First American Specialty Insurance | A | Safeco Surplus Lines Insurance | A |
| First Specialty Insurance Co | A | St. Paul Surplus Lines Insurance | A+ |
| Founders Insurance Co | A- | Scottsdale Insurance Co | A+ |
| General Star Indemnity | A++ | Seneca Insurance Co | A |
| Great American E&S Insurance Co | A | Safety National Insurance Co. | A |
| Great American Fidelity | A | Steadfast Insurance Company | A+ |
| Gulf Underwriters Insurance | A+ | Tokio Marine | A++ |
| Hallmark Specialty Insurance | A- | Torus Specialty Insurance | A u |
| Hartford Fire Insurance Co | A | Travelers Excess And Surplus Ins | A+ |
| Hartford Steam Boiler | A++ | Tudor Insurance Company | A+ |
| Illinois Union Insurance Co | A+ | United National Insurance | A |
| Indian Harbor Insurance Co | A | United Specialty Insurance | A |
| Ironshore Specialty Insurance | A | Westchester Surplus Lines | A+ |
| Interstate Fire & Casualty | A | XL Select Insurance Co | A |
| James River Insurance | A- | Zurich American Insurance Co | A+ |

*Gehring Group Risk Management Services will assist you to build customized program designs suitable in meeting your risk mitigation and risk transfer needs..*



Gehring Group is a leading provider of public sector property and casualty brokerage and risk management services whose success is driven by our expertise, experience, independence and integrity as well as our people and our commitment to remain the consultant of choice to our clients. Below is a comprehensive list of services provided and available:

- Gehring Group provides workers compensation consulting services and employs risk management and administrative professionals that specialize in implementing and managing risk insurance programs. We prepare, provide, and present creative, informative risk management and loss control materials to clearly illustrate information, thus providing effective communication to individuals who are not normally involved in insurance and risk management issues on a daily basis.

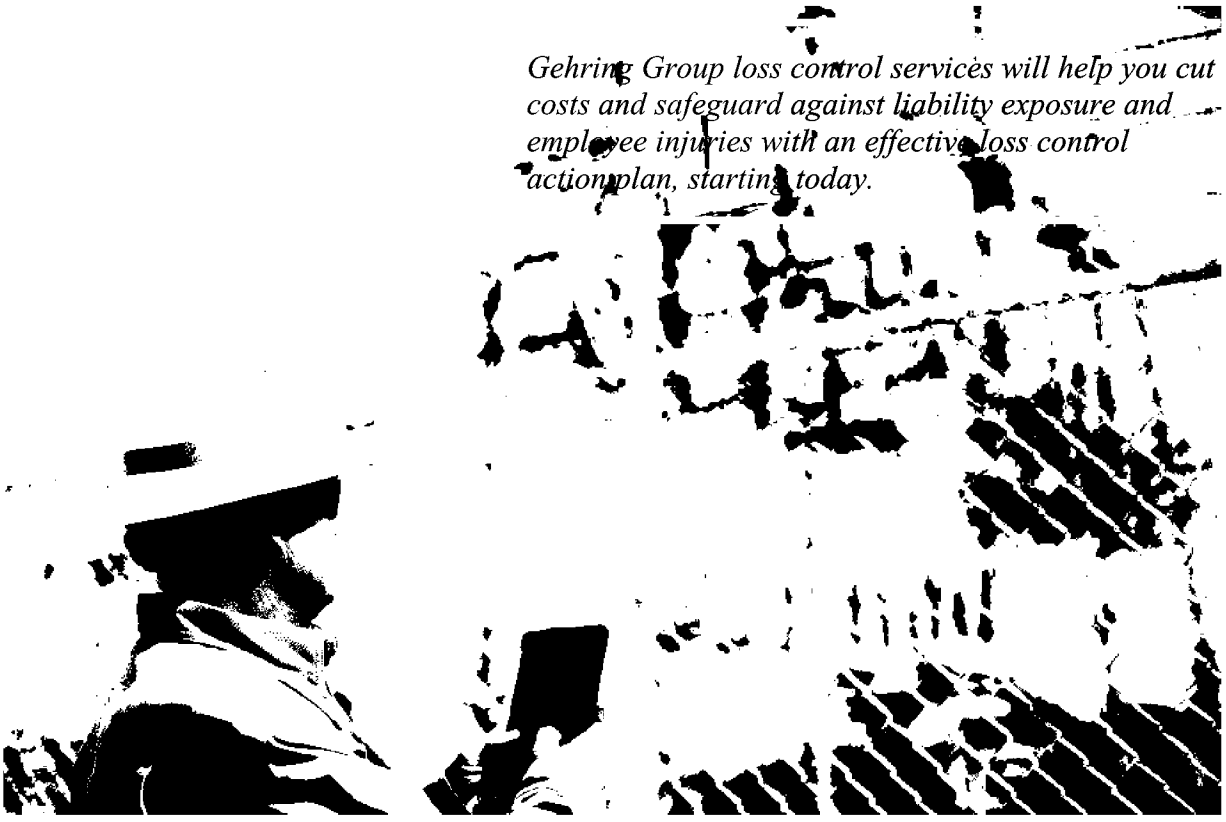
- Gehring Group provides innovative services for innovative companies in various industries. We understand the unique needs of our clients and do not provide cookie cutter solutions. In our experience, the best way to manage a property and liability insurance program is comprehensively and proactively. The evaluation of a client's insurance program entails a balance between the desired limits of risk and the cost to insure against these risks.

- Gehring Group's team of staff and resources can create customized risk management solutions by identifying opportunities and key risk factors unidentified by the client. We remain involved with our clients on a year-round basis, not only at renewal time. We perceive our commitment to be an ongoing extension of your risk management team. This hands-on approach enhances

our ability to address the specific needs of each of our clients by becoming more familiar with the client's staff, properties, and assets, thus enabling us to provide the most efficient recommendations regarding their risk management program.

Gehring Group can provide assistance with internal loss engineering through the experienced team efforts of your Risk Services Advisor, Risk Management Consultant and Safety Officer. With a combined 54 years of experience, your team will be able to tailor solutions that will empower the City of Venice to effectively reduce risk and maintain business continuity. We conduct an assessment involving occupancy, natural disaster and security hazards that will be help you to build an effective internal loss prevention program to protect your employees, the general public and your operations. Some of our solutions for assessing and managing losses include:

- Authorized inspection and assessments
- Project planning and design review
- Fire protection planning and review
- Business impact analysis, business continuity planning and supply chain analysis
- Provide written loss control policies and procedure templates
- Provide loss control training and education to management and supervisory staff
- Update loss control programs as necessary
- Act as liaison to loss control inspections with outside examiners
- Provide written safety procedure templates as requested
- Provide safety training and education to supervisors and employees
- Conduct monthly/quarterly departmental safety meetings as required
- Provide literature and topics for monthly safety meetings



# TAB 6: References, Required Forms, Certificate of Insurance, & Certifications

- ☑ Submittal Signature Form
- ☑ References – Client List
- ☑ Local Preference Worksheet
- ☑ Public Entity Crimes Form
- ☑ Drug Free Workplace Form
- ☑ Indemnification/Hold Harmless Statement
- ☑ Certification Regarding Debarments, Suspension, Ineligibility & Voluntary Exclusion
- ☑ Conflict of Interest and Litigation Statement
- ☑ Non-Collusion Affidavit
- ☑ Agency License & Individual Licenses for Key Personnel
- ☑ Certificates of Insurance
- ☑ Signed Addenda

**AGENT/ INSURANCE BROKER OF RECORD**
**SUBMITTAL SIGNATURE FORM**

The signature below is a guarantee that the Proposer shall not withdraw his/her Proposal for a period of **ninety (90) days after the scheduled Proposal due date. If notified of the acceptance of the Proposer's submittal, the undersigned agrees to accept the form of contract designated in this RFP by the City for** the stated compensation in the form as prescribed by the City.

The undersigned further certifies that he/she has read the Request for Quotation, Terms and Conditions, Insurance Requirements and any other documentation relating to this request and this quotation is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

As addenda are considered binding as if contained in the original specifications, it is critical that the contractor acknowledge receipt of same. The submittal may be considered void if receipt of an addendum is not acknowledged.

Addendum No. 1 Dated 04/24/2018 Addendum No. _____ Dated _____
Addendum No. _____ Dated _____ Addendum No. _____ Dated _____

**Company Information**
**Type of Organization (Please Check One):**
**Individual Ownership** _____ **Joint Venture** _____ **LLC/LLP** _____
**Partnership** _____ **Corporation** ✓ **OTHER** _____

**Federal Identification Number:** 65-0361295

**Is this a Florida Corporation:** ☑ Yes or ☐ No

**If not a Florida Corporation,**
In what state was it created: _____
Name as spelled in that State: _____

**What kind of corporation is it:** ☑ "For Profit" or ☐ "Not for Profit"

**Is it in good standing:** ☑ Yes or ☐ No
**Authorized to transact business in Florida:** ☑ Yes or ☐ No

State of Florida Department of State Certificate of Authority Document No.: V68833 Respondent shall submit proof that it is authorized to do business in the State of Florida unless registration is not required by law.

**Does it use a registered fictitious name:** ☐ Yes or ☑ No

**DBA (if any):** Not applicable

## SUBMITTAL SIGNATURE FORM (CONTINUED)

**Company Name** Gehring Group, Inc.

| (561)626-6797 / (800)244-3696 | rodney.louis@gehringgroup.com | (561)626-6970 |
|---|---|---|
| **Telephone #** | **E-Mail** | **Fax #** |

4200 Northcorp Parkway, Suite 185, Palm Beach Gardens, Florida 33410

**Mailing Address**

4200 Northcorp Parkway, Suite 185

**Location Address**

| Palm Beach Gardens | Florida | 33410 |
|---|---|---|
| **City** | **State** | **Zip Code** |

| (561)626-6797 / (800)244-3696 | rodney.louis@gehringgroup.com | (561)626-6970 |
|---|---|---|
| **Telephone #** | **E-mail** | **Fax #** |

Kurt N. Gehring, CEO and President

**Print Name & Title of Firm Representative**

Kurt N. Gehring

**Signature of person authorized to bind the company**

April 26, 2018

**Date**

**you accept Visa as payment for goods/services?** ☐ YES ☑ NO

## SUBMITTAL SIGNATURE FORM (CONTINUED)

**Company Name** Gehring Group, Inc.

(561)626-6797 / (800)244-3696 rodney.louis@gehringgroup.com (561)626-6970

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**Mailing Address**

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**Location Address**

Palm Beach Gardens Florida 33410

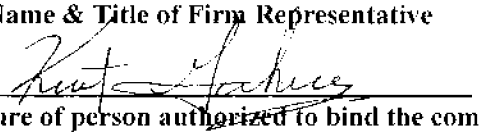
**City** **State** **Zip Code**

(561)626-6797 / (800)244-3696 cindy.thompson@gehringgroup.com (561)626-6970

**Telephone #** **E-mail** **Fax #**

Kurt N. Gehring, CEO and President

**Print Name & Title of Firm Representative**



**Signature of person authorized to bind the company**

April 26, 2018

**Date**

**you accept Visa as payment for goods/services?** ☐ **YES** ☑ **NO**

## REFERENCES - CLIENT LIST

**SUMMARY EXPERIENCE/QUALIFICATIONS/CLIENT LIST (List similar projects, with completion dates showing experience)**
(At least three (3) in the past three (3) years).

1. Project Location: City of Dunedin

Name of Contact Person: Dr. Theresa Smalling , SPHR Telephone # 727-298-3042

Project Description: Property & Casualty and Workers' Compensation brokerage services; Risk Management services: Safety and Loss Control services

Total Project Amount: $ $90,000 Start Date: 10/01/2005 Completion Date: 9/30/2019

2. Project Location: Charlotte County Board of County Commissioners

Name of Contact Person: Gordon Burger Telephone # 941-743-1248

Project Description: Property & Casualty and Workers' Compensation brokerage services; Risk Management services: Safety and Loss Control services

Total Project Amount: $ 160,000 Start Date: 07/01/2000 Completion Date: 07/01/2020

3. Project Location: Village of Tequesta

Name of Contact Person: Merlene Reid Telephone # 561-768-0415

Project Description: Property & Casualty and Workers' Compensation brokerage services; Risk Management services: Safety and Loss Control services

Total Project Amount: $ 20,000 Start Date: 07/02/2006 Completion Date: 07/01/2020

Project Location: Village of Wellington

Name of Contact Person: Eduardo de la Vega Telephone # 561-791-4055

Project Description: Property & Casualty and Workers' Compensation brokerage services; Risk Management services: Safety and Loss Control services

Total Project Amount: $ 60,000 Start Date: 10/01/2002 Completion Date: 10/01/2020

**PROPOSERS NAME** The Gehring Group, Inc.

## "LOCAL PREFERENCE" DETERMINATION

The following questions will help you determine local preference for your company.
Please answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.
**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.
If you answer **YES** to any questions 5 and 6, local preference applies.
If you are unsure of how to answer any questions, please contact the City of Venice's Purchasing Department at 941-486-2626.

**Questions 1 – 4**

1. Has your company paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not currently have a local business tax) authorizing your company to provide goods or services described in this solicitation?

   **YES** ___ If "yes", proceed to question 2.
   **NO** _✓_ **If "no", STOP, local preference does not apply.**
   * If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County from which your company operates or performs business?

   **YES** ____ If "yes", proceed to question 3.
   **NO** ____ **If "no", STOP, local preference does not apply.**

3. Does your company's local business office (identified in question 2) have a least one full time employee?

   **YES** ____ If "yes", proceed to question 4.
   **NO** ____ **If "no", STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company's employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

   **YES** ____ If "yes", proceed to question 5.
   **NO** ____ **If "no", STOP, local preference does not apply.**

**Questions 5 – 6**

5. Is your company's local business office (identified in question 2) the primary location (headquarters) of your company?

   **YES ____ If "yes", STOP, local preference applies.**
   **NO ____** If "no", proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location AND does at least one corporate officer, managing partner or principal owner of your company reside in Sarasota, Manatee, DeSoto or Charlotte County?

   **YES ____ If "yes", STOP, local preference applies.**
   **NO ____** If "no", local preference does not apply.

## PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit an RFP proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 2876.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, Kurt N. Gehring, being an authorized representative of the firm of Gehring Group, Inc., located at City: Palm Beach Gardens State: Florida Zip: 33410, have read and understand the contents of the Public Entity Crime Information and of this formal RFP package, hereby submit our proposal accordingly.

Signature: _____ Date: April 26, 2018

Phone: (561)626-6797 / (800)244-3696 Fax: (561)626-6970

Federal ID#: 65-0361295

## DRUG FREE WORKPLACE

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the City for the procurement of commodities or contractual services, an RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your firm shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under an RFP, a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United Sates or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Concur ✓

Variance _____

Gehring Group, Inc.

Date April 26, 2018

Contractor's Signature

By: _____

Kurt N. Gehring, CEO

THIS PAGE MUST BE COMPLETED & SUBMITTED WITH BID

## INDEMNIFICATION/HOLD HARMLESS

The elected firm shall indemnify and hold harmless the City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the elected firm and other persons employed or utilized by the elected firm in the performance of the contract.

I. Kurt N. Gehring, being an authorized representative of the firm of Gehring Group, Inc. located at City Palm Beach Gardens, State Florida, Zip Code 33410 Phone: (561)626-6797 Fax: (561)626-6970. Having read and understood the contents above, hereby submit accordingly as of this Date. April 26, 2018.

Kurt N. Gehring, CEO and President
Please Print Name

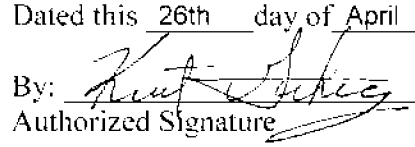
Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature or for the contract period, whichever is longer.

**CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS STATE OF FLORIDA GRANT ASSISTANCE PURSUANT TO AMERICAN RECOVERY AND REINVESTMENT ACT UNITED STATES DEPARTMENT OF ENERGY AWARDS**

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. The undersigned also certifies that it and its principals:
    a. Have not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    b. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and (b) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this 26th day of April, 2018.

By: 
Authorized Signature

Kurt N. Gehring, CEO and President
Typed Name of Title

Gehring Group, Inc.
Recipient's Firm Name

4200 Northcorp Parkway, Suite 185
Street Address

Palm Beach Gardens, Florida 33410
City/State/Zip Code

## CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT

**CHECK ONE**

☑ To the best of our knowledge, the undersigned firm has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

**OR**

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE, INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

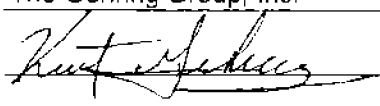
**CHECK ONE**

☑ The undersigned firm has had no litigation adjudicated against the firm on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

**OR**

☐ The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the firm during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name: The Gehring Group, Inc.

Authorized Signature: 

Name (print or type): Kurt N. Gehring

Title: President and CEO

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

# NON-COLLUSION AFFIDAVIT

State of Florida

SS.
County of Palm Beach

Kurt N. Gehring being first duly sworn, deposes and says that:

1. He/she is the CEO and President (Owner, Partner, Officer, Representative or Agent) of Gehring Group, Inc. the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered in the presence of: Cindy A Thompson

By: Kurt Gehring

Kurt N. Gehring
(Printed Name)

CEO and President
(Title)

**ACKNOWLEDGEMENT**

State of Florida

County of Palm Beach

On this the 26TH day of April, 2018, before me, the undersigned Notary Public of the State of Florida, personally appeared Kurt N. Gehring and (Names of individual(s) who appeared before Notary) whose name(s) in/are subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

Valerie Jean Ensinger
NOTARY PUBLIC STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

VALERIE JEAN ENSINGER
MY COMMISSION # GG 071006
EXPIRES: March 21, 2021
Bonded Thru Notary Public Underwriters

State of Florida

(Name of Notary Public. Print, stamp, or type as commissioned)

☑ Personally known to me, or ☐ Produced Identification _____ ☑ DID take an oath, or ☐ DID NOT take an oath

*THIS PAGE MUST BE COMPLETED & SUBMITTED WITH OFFER*

**CITY OF VENICE PROCUREMENT- FINANCE DEPARTMENT**
**401 W. VENICE AVE. - ROOM # 204**
**VENICE, FL. 34285**
**(941) 486-2626**
**FAX (941) 486-2790**

# ADDENDUM NO. 1

**Date: April 24, 2018**

**To: All Prospective Proposers**

**Re: RFP #3085-18 Property & Liability Insurance Agent/Broker**

---

This addendum sets forth changes and/or information as referenced and is hereby made part of and should be attached to the subject Contract Documents. Receipt of this Addendum shall be acknowledged below and in the submitted proposal. It shall be the responsibility of each proposer, prior to submitting a proposal, to contact the City of Venice- Procurement- Finance Department to determine if addenda were issued and to make such addenda a part of their proposal.

---

The following questions have been received in writing:

1. What is the fee structure the City is paying for brokerage services for the past 3 years?

The city has paid its current broker a flat fee of $37,500 each year for the past three years.

2. In preparation of our response, we would like to request a five (5) year loss history report for all lines of risk. Any personal information can be redacted from the loss history report. Our goal is to understand the current amount of claim volume for the City to best determine service feasibility.

Please refer to loss runs provided by our agent/broker.

3. Does the City currently utilize a broker or a consultant? If the City does utilize a broker or consultant, what is the compensation structure and what is the current compensation?

An agent/broker, at an annual flat fee of $37,500.

4. Please provide clarification on the Workers' Compensation SIR – is the SIR $150k or $200k? Is it truly an SIR or is it a large deductible program?

SIR of $200K.

5. Who is the current claims TPA?

Commercial Risk Management.

6. Can the City share why the Public Officials Liability is not currently placed with FMIT?

Agent/broker recommendation.

7. Our general assumption is this RFP being driven due to early renewal indications that the city's current insurance program provided. Were the indications as expected?

Incorrect. The RFP is being driven by the end of a five-year contract.

8. When is the last time the City marketed its insurance program and structure? What markets were approached and what was the outcome?

Our agent/broker does this annually.

9. The RFP document has a $150,000 workers' compensation SIR on page 10, and $200,000 workers' compensation SIR on page 13. Which is correct?

With apologies for the error, the current SIR is in fact $200,000.

10. Please provide copies of the current FMIT policies.

Please refer to loss runs provided by our carrier.

11. Page 25- Tab 3 asks for a flat fee proposal. Page 9 reads "Must propose flat fee and commission-based proposals." Are both flat fee and commission proposals required?

Flat fee only.

12. Does the City currently have a separate TPA contract for claims administration? If so, with whom?

Yes, with Commercial Risk Management.

13. Has the current broker provided insurance options outside of a pooling arrangement within the past three renewals?

Yes, various lines of coverage were quoted and placed outside of a pooling arrangement.

14. When does the contract period begin for the Broker that is awarded the contract, and will the winning broker be expected to provide the renewal for 10/1/2018?

10/1/18, and yes.

15. Over the past 5 years, has the City breached the self-insured retention limit on the workers' compensation?

Based on FMIT loss runs, no.

16. Over the past 5 years, have there been any liability losses over the $25,000 deductible?

Yes – please refer to FMIT loss run

17. In preparation of our response, we would like to request a five (5) year loss history report for all lines of risk. Any personal information can be redacted from the loss history report. Our goal is to understand the current amount of claim volume for the City to best determine service feasibility.

Please refer to loss runs provided by our agent/broker/carrier.

Peter A. Boers
Procurement Department

Acknowledgment is requested even if you have elected not to respond to this bid. A designated management representative of your firm can sign the receipt for this addendum. Please acknowledge receipt of this addendum immediately by fax to (941) 486- 2790 or mail to the above noted address, if a fax is not possible.

Receipt Acknowledged:

Signature

Kurt N. Gehring, CEO and President

Gehring Group, Inc.

Company

April 26, 2018

Date

A copy of this addendum (excluding attachments) is to be included with the proposal response.

## Proof of Agency License

FLORIDA DEPARTMENT of FINANCIAL SERVICES

GEHRING GROUP, INC.

11505 FAIRCHILD GARDENS AVENUE
SUITE 202
PALM BEACH GARDENS FL 33410

Agency License Number L088691

Location Number: 126219

Issued On 05/14/2014

Pursuant To Section 626.382, Florida Statutes, This Agency's License Will Expire On 05/14/2017

Pursuant To Section 626.747, Florida Statutes, This Agency Shall Be In The Active Full-Time Charge Of A Licensed General Lines Agent Or Life Or Health Agent Who Is Appointed To Represent One Or More Insurers.

Pursuant To Section 626.172, Florida Statutes, Each Agency Shall Display The License Or Registration Prominently In A Manner That Makes It Clearly Visible To Any Customer Or Potential Customer Who Enters The Agency.

Jeff Atwater
Chief Financial Officer
State of Florida

## Proof of Agent Licensing

| Role | Name | License # | Years of Industry Experience |
|---|---|---|---|
| Sr. Risk Services Consultant | Rodney Louis | A158924 | 21 years |
| Risk Management Consultant | Raymond Carter | P151561 | 15 years |
| Risk Analyst | Paul DeSilva | A066728 | 31 years |
| Safety Consultant | Stuart Morgan | N/A | 13 years |
| Account Manager | Thomas Willins | A286779 | 30 years |
| Claims Administrator | Valerie Ensinger | W316877 | 31 years |

*Licensing can be verified at:* http://www.myfloridacfo.com/data/aar_alis1/

## Proof of Liability Insurance

ACORD

GEHRGRO-01 STRANEC

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|---|
| PRODUCER License # 0E67768<br>Insurance Office of America, Inc.<br>Abacoa Town Center<br>1200 University Blvd, Suite 200<br>Jupiter, FL 33458 | CONTACT NAME: Annie Uribe<br>PHONE (A/C, No, Ext): (561) 296-5966 26059 / FAX (A/C, No): (561) 776-0670<br>E-MAIL ADDRESS: Annie.Uribe@ioausa.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Depositors Insurance Company | 42587 |
| INSURED<br>Gehring Group, Inc.<br>4200 NorthCorp Parkway, Suite 185<br>Palm Beach Gardens, FL 33410 | INSURER B: Nationwide Insurance Company of America | 25453 |
| | INSURER C: Twin City Fire Insurance Company | 29459 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>X POLICY PRO-JECT LOC<br>OTHER: | | | ACPGLDO5964904781 | 03/12/2018 | 03/12/2019 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | ACPBAPD5964904781 | 03/12/2018 | 03/12/2019 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | X UMBRELLA LIAB<br>EXCESS LIAB<br>DED RETENTION $ | | | ACPCAP5964904781 | 03/12/2018 | 03/12/2019 | OCCUR<br>CLAIMS-MADE<br>EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N<br>N | N/A | 2IWECPO1562 | 03/12/2018 | 03/12/2019 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| For Information Only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE |

ACORD 25 (2016/03)

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GEHRING GROUP

## Proof of Professional Liability (Errors & Omissions)

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: Tony Willins | |
|---|---|---|
| Gehring Group, Inc<br>4200 Northcorp Parkway, Suite 185<br>Palm Beach Gardens, FL 33410 | PHONE (A/C, No, Ext): 561-626-6797 | FAX (A/C, No): 561-626-6970 |
| | E-MAIL ADDRESS: thomas.willins@gehringgroup.com | |
| | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Arch Specialty Insurance Company | |
| INSURED<br>The Gehring Group, Inc.<br>4200 Northcorp Parkway<br>Suite 185<br>Palm Beach Gardens FL 33410 | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | OTHER: | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N | | | | | | ☐ PER STATUTE ☐ OTH-ER | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ N/A | | | | | | E.L. EACH ACCIDENT | $ |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ |
| A | Professional Liability | | | NPL0060306-00 | 5/22/17 | 5/22/18 | | $ 5,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Insurance Brokerage and Consulting Services

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| For Information Only | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE<br>Thomas Willins |

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# TAB 7: EXHIBITS


Exhibit A.....Available Online Safety Training Courses

Exhibit B.....Sample Online Safety Training Utilization Summary

Exhibit C.....Sample Claims Analysis Summary Report

Exhibit D .....Sample Risk Management Action Timetable

Exhibit E.....Sample Employee Disaster Assistance Program

Exhibit F.....Sample Site Inspection Assessment Report

Exhibit G ..... Risk Management Resource Library

# OTIS™ LEARNING MANAGER

The Online Training and Information System for Safety & Compliance Training Management

SUMMIT CONNECT

## Course List

Accident Investigation
Air Emissions
Ammonia Safety
Aerial Lift Safety
Asbestos Awareness
Back Injury Prevention
Back Safety
Benzene
Bloodborne Pathogens
Bloodborne Pathogens: Exposure Prevention
Compressed Gas Cylinders
Concrete & Masonry
Confined Space: Emergency Rescue
Confined Space: Permit Required
Construction Safety Orientation
Container Labeling
Crane Safety: Mobile Cranes
Crane Safety: Pendant Controlled
Decision Driving
Decision Driving – Truck
Decontamination
Disaster Readiness
DOT/CSA: Profiled in Safety
DOT: Driver Logs
DOT: Driver Qualifications
DOT: Driver Wellness
DOT: Drug & Alcohol Testing - Employee
DOT: Drug & Alcohol Testing - Supervisor
DOT: Pre & Post Trip Inspections
Driver Awareness: 15-Passenger Van Safety
Drug Testing Awareness
Electrical Safety
Electrical Safety – High Voltage Awareness
Electrical Safety – High Voltage Safe Work Practices
Electrical Safety – NFPA 70E
Electrical Safety – Part 2
Employee Safety Orientation
Energized Electrical Work Permit
Environmental Awareness
Excavations, Trenching & Shoring
Eye Safety
Eye Safety: Focused on Protection
Fall Protection
Fall Protection
Fall Protection - Construction
Fall Protection - Construction Part 2
Fire Protection & Prevention
Fire Safety
First Responder Awareness Level
Flammable Liquids: Know Your Risk
Food Allergens
Food Manufacturing: Contamination Prevention
Food Manufacturing: Microbiology for Dairy
Food Manufacturing: Quality Assurance
Food Manufacturing: Sanitation
Food Manufacturing: Site Security
Food Manufacturing: Traceability Management
Forklift Safety
Formaldehyde Safety
GHS: Chemical Labeling and Classification
GHS: USA Compliance
GMPs: Food Production Excellence
HACCP: Food Hazard Prevention
Hand & Power Tools
Hand Safety
Hazard Communication
Hazard Communication: Erase the Mystery
Hazard Communication: Knowledge to Protect
Hazard Recognition
Hazard Recognition/Workforce: Identify & Eliminate
Hazardous Waste
HAZWOPER
Hearing Safety
Heat Stress
Hexavalent Chromium
HMT: Bulk Transport
HMT: General Awareness
HMT: Non Bulk
HMT: Safe Work Practices
HMT: Safety Requirements for Drivers
HMT: Security Awareness
HMT: Shipping Requirements
Hoists & Slings
Hot Work
Hydrogen Sulfide Safety
Incident Investigation
Industrial Ergonomics
Introduction to OSHA
Job Safety Analysis
Lab Safety
Ladder Safety
Laser Safety
Lead Safety
Leadership Skills for Safety
Lockout/Tagout
Lockout/Tagout: Energy Control
Machine Guard Awareness
Machine Guarding
Marine Security
Muscle Strains & Sprains
Office Ergonomics
Office Safety
Off-The-Job Safety
OSHA Recordkeeping
PACE Behavioral Driving – Large Vehicles
PACE Behavioral Driving – Small Vehicles
Personal Protective Equipment - Construction
Personal Protective Equipment
Pipeline Safety
Power Press Safety
PPE: Armed for Safety
Preventing Slips
Preventing Spills
Process Safety management
Radiation Safety
RCRA
Respirators: Air Purifying
Respirators: Air Supplying
Rigging Safety
Road Rage
Safe Behavior
Safety Attitude for Safety's Sake
Safety Orientation
Scaffolding Safety
Sexual Harassment: Understanding & Preventing
Sexual Harassment: What Supervisors Need to Know
Shock Proof Qualified Employee
Shock Proof Unqualified Employee
Silica Safety Awareness
Site Security
Slips, Trips & Falls
Small Spill Cleanup
Static Electricity
Stormwater Management
Street Smart: Driving Skills
Transportation of Dangerous Goods
TSCA
Tuberculosis Awareness
Valve Safety
Walking Working Surfaces
Welding Safety
WHMIS
Winter Driving: Weather the Road
Workplace Violence: Prevent the Threat

| Course Title | Courses Taken |
|---|---|
| Back Injury Prevention | 140 |
| Heat Stress | 119 |
| Bloodborne Pathogens | 117 |
| Eye Safety | 110 |
| Hand Safet y | 89 |
| Disaster Readiness | 86 |
| First Aid | 77 |
| Hearing Safet y | 74 |
| Drug Testing Awareness | 74 |
| Aerial Lift Safety | 70 |
| Accident Investigation | 66 |
| Muscle Strains & Sprains | 65 |
| Slips Trips & Falls | 64 |
| Fall Protection | 64 |
| Workplace Violence: Prevent the Threat | 49 |
| Office Safety | 49 |
| Decision Driving Â® | 43 |
| Decision Driving Â® Truck | 42 |
| Electrical Safety | 41 |
| Hazard Recognition | 39 |
| Forklift Safety | 39 |
| Welding Safety | 37 |
| Ladder Safety | 36 |
| Confined Space: Permit Required | 35 |
| Excavations Trenches & Shoring | 29 |
| Lockout/Tagout | 29 |
| Personal Protective Equipment | 27 |
| Construction Safety Orientation | 24 |
| Sexual Harassment: Understanding and Preventing Sexual Harassmen t | 23 |
| Leadership Skills for Safety | 22 |
| Office Ergonomics | 18 |
| DOT: Pre and Post Trip Inspections | 18 |
| Hand & Power Tools Construction | 16 |
| DOT Drug & Alcohol Testing Employee | 16 |
| Hazard Communication | 15 |
| Incident Investigation | 12 |
| Respiratory Protection: Air Purifying Respirators | 5 |
| DOT: Driver Logs | 2 |
| Air Emissions | 2 |
| DOT: Driver Qualifications | 2 |
| DOT Drug & Alcohol Testing â€“ Supervisor | 2 |
| Aerial Lift Safety â€“ Student Stream | 2 |
| Asbestos Awareness | 2 |
| Aerial Lift Safety â€“ Instructor Stream | 1 |
| Benzene | 1 |
| Static Electricity | 1 |
| Hazardous Materials Transportation: Security Awareness | 1 |
| Concrete & Masonry Construction | 1 |
| Energized Electrical Work Permit (NFPA 70E) | 1 |
| High Voltage: Awareness | 1 |
| Back Safety | 1 |
| Street Smart: Driving Skills | 1 |
| Back Safety: Lift For Life Student Stream | 1 |
| Compressed Gas Cylinders | 1 |
| Bloodborne Pathogens: Exposure Prevention | 1 |
| Electrical Safety: NFPA 70E | 1 |
| Confined Space Emergency Rescue | 1 |
| Back Injury Prevention: You're in Control â€“ Instructor Stream | 1 |
| **Total** | **1,906** |

| Department | Courses |
|---|---|
| Wastewater | 343 |
| Public Services | 325 |
| Water | 314 |
| Recreation | 249 |
| Solid Waste | 240 |
| Parks | 210 |
| Fleet | 75 |
| Library | 69 |
| City Clerk | 23 |
| Engineering | 19 |
| Fire | 18 |
| Marina | 12 |
| Human Resources and Risk/Safety | 8 |
| Information Services | 1 |
| **Total** | **1,906** |

GEHRING GROUP

EMPLOYEE BENEFITS | RISK MANAGEMENT

# Workers Compensation Claims Review Fiscal Year 2016/2017

| | Actual | | Gehring Group | City of DSOM | |
|---|---|---|---|---|---|
| | Start | Complete | Responsibility | Responsibility | Approval |
| | | | | | |
| a. Identify/introduce team members | | | | | |
| b. Notify carriers and establish meeting date to review open issues | | | | | |
| c. Establish communication channels through company flowchart | | | | | |
| d. Secure contact list by location | | | | | |
| e. Furnish list of all coverage lines and vendors | | | | | |
| f. Determine scope of project | | | | | |
| g. Discuss timetable | | | | | |
| h. Identify information needed to market | | | | | |
| i. Establish operating standards and response regimes | | | | | |
| | | | | | |
| a. Collect policies and loss data [5 years] | | | | | |
| b. Obtain financials | | | | | |
| c. Determine missing information | | | | | |
| d. Request missing information | | | | | |
| e. Compile information for step 3 | | | | | |
| | | | | | |
| a. Determine risk management objectives | | | | | |
| b. Perform all encompassing risk management analysis | | | | | |
| c. Visit major domestic locations, perform exposure survey | | | | | |
| d. Perform exposure survey for foreign locations | | | | | |
| e. Present exposure survey results to City of DSOM | | | | | |
| f. Draft/edit/refine risk management recommendations | | | | | |
| g. Present risk management recommendations | | | | | |
| | | | | | |
| a. Identify viable markets | | | | | |
| b. Develop market submissions | | | | | |
| c. Perform loss forecasting analysis | | | | | |
| d. Complete market submissions | | | | | |
| e. Evaluate quotes | | | | | |
| f. Negotiate contractual provisions | | | | | |
| g. Present renewal options | | | | | |

| | Actual | | Gehring Group | City of NDSOW | |
|---|---|---|---|---|---|
| | Start | Complete | Responsibility | Responsibility | Approval |
| | | | | | |
| a. Develop carrier service standards | | | | | |
| b. Obtain special service agreements with carrier | | | | | |
| c. Perform loss of cause analysis | | | | | |
| d. Identify top loss drivers | | | | | |
| e. Review top loss drivers with City of NDSOW | | | | | |
| f. Review current loss control objectives | | | | | |
| g. Discuss loss control options with City of NDSOW | | | | | |
| h. Establish Gehring Group service and loss control plan | | | | | |
| i. Approve/modify carrier and Gehring Group service plans | | | | | |
| j. Deliver respective service plans to City of NDSOW | | | | | |
| | | | | | |
| a. Discuss market selection | | | | | |
| b. Confirm market | | | | | |
| c. Secure coverage | | | | | |
| d. Meet to discuss certificates of insurance needs | | | | | |
| e. Issue binders, certs, auto ID cards | | | | | |
| f. Monitor progress of policy issuance and delivery | | | | | |
| g. Perform contract reviews | | | | | |
| h. Initiate performance service plan | | | | | |



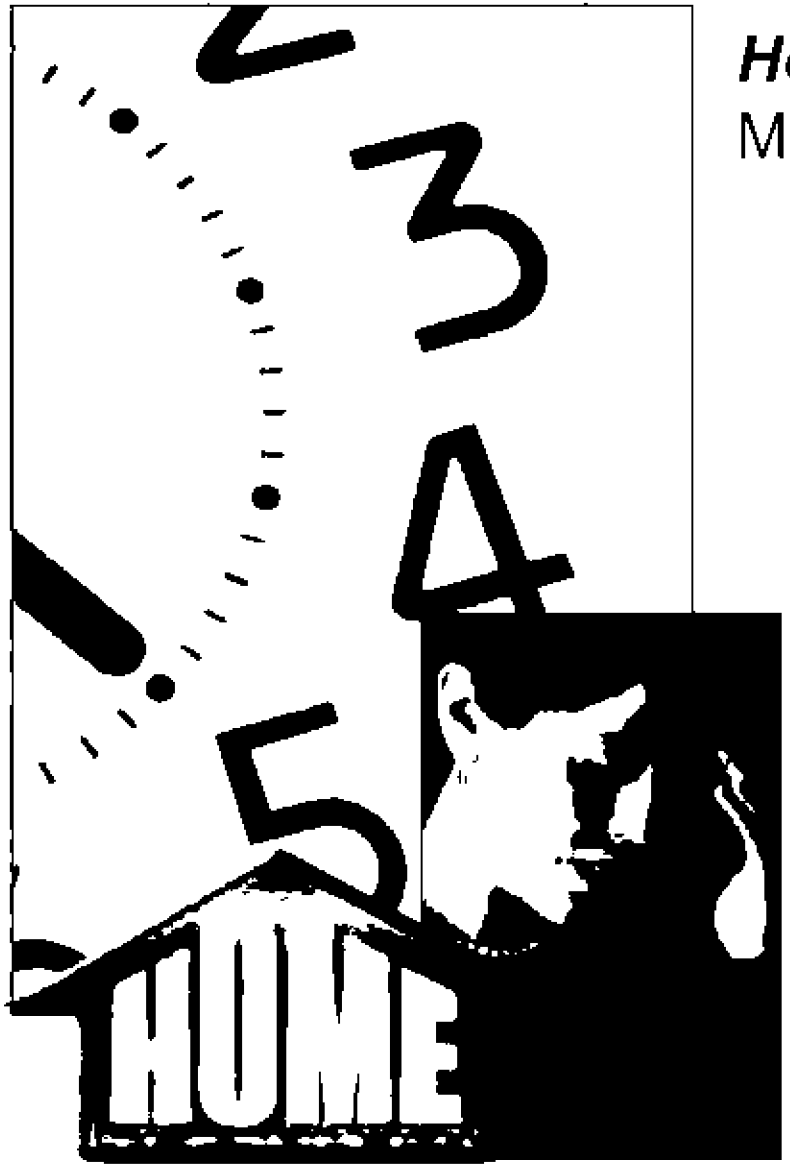

# What Responsibility Should Public Entities Have to Support Employees in Disaster Siutations?

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS

(Next Slide)

# Home Registration: Recovery Assist

*Employee Support Program*




## ***Home Registration***™ saves Time and Money for both Employee & Employer!

- Program support's Employee's recovery needs while keeping them at work.
- Industry Consultants, Insurance Adjusters and Specialty Contractors are brought to them – rather than having to take time off from work & go at it alone.
- Employer's can take confidence in knowing that personnel will be focused on Company's needs.
- Employees are your greatest asset…program is a cost-effective resource to support recovery!
- Program Application provides critical data for Public Assistance planning & response.




Your organization and geographical area have been affected by a disaster.

The people who you count on the most are facing extraordinary challenges.

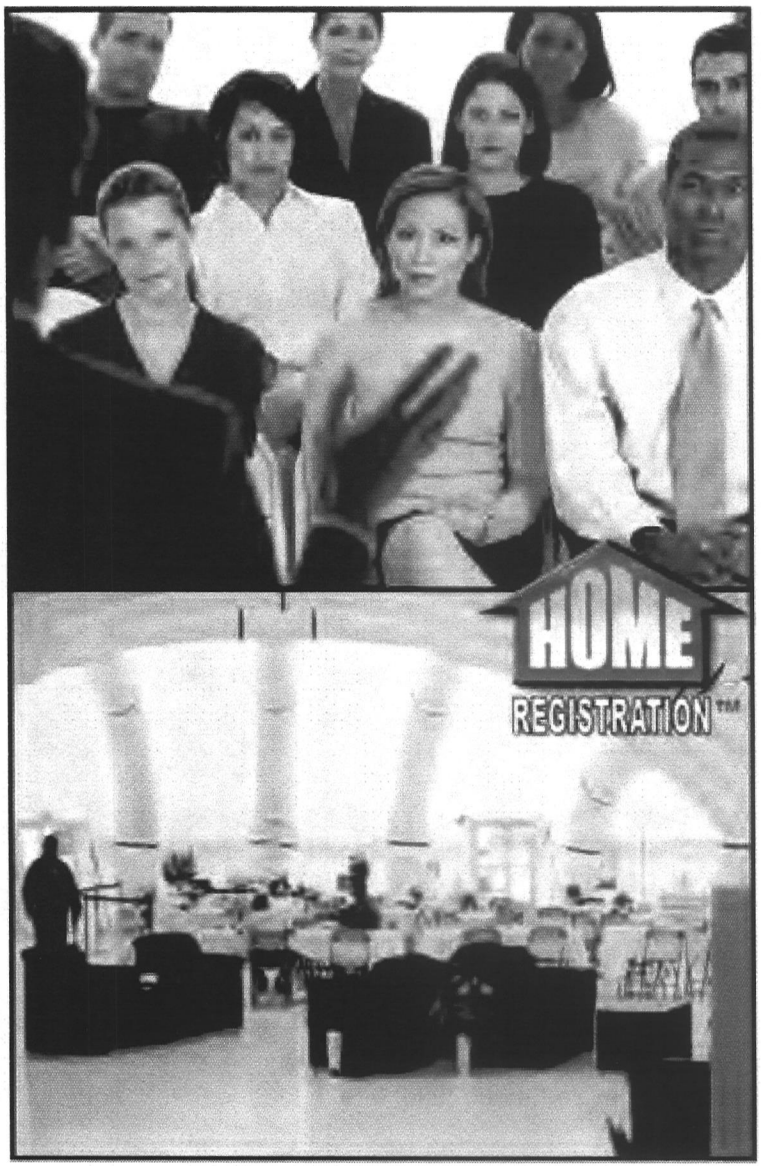
Resuming operations is critical to your ongoing success.

Your most valuable asset is threatened!

(Next Slide)

# Home Registration: *Area Wide Losses*

Within 48hrs of an incident affecting your Geographical Area and Employees, ***Recovery Assist*** is activated:




- Onsite and/or Portable Reception Center is staffed for reporting and processing multiple losses.
- Temporary Power, Climate Controlled Housing & Communications provided in order to support program and enrolled employees.
- 24-hr Recovery Orientation conducted for affected Employees during the first 3-days or as otherwise directed by Employer.
- Additional resources &/or public assistance* will be made available.
  - *Temporary Housing Options*
  - *Meal Programs*
  - *Emergency Fueling*
  - *Onsite ATM*

*public assistance services offered under different terms & conditions.

# Home Registration: Recovery Assist

J.SMITH Entergy - Jackson



1234 Main Street, Memphis, TN 63303

State Farm Insurance Policy# 37891787-00

Coverage: RCV Deductible: $1000.00

Policy Period: Jan 26, 2007 to Jan 26, 2008

SPECIFICATIONS

Style: 2-Story Brick SQ. FT: 2400 Year: 1985

Roof: 3-Tab Shingles

Siding: Heartland

Special: Hardwood Floors throughout main level.. China collection in DR.

Insurance Policy
(Download File Attachment)

OTHER INFORMATION

Pets: German Shepherd

## Program helps ease domestic concerns, allowing Employees to focus on Company's critical needs!

- Voluntary Program for Employee
- Web-Based Registration & Application
- Policy & Property Photo Documentation Upload
- Pre-Negotiated Recovery Services &/or Residential Grouping (Bid Solicitation & Procurement)
- Damage Assessment Assistance
- Insurance Claim Review @ pre designated location (within 48hrs of incident)

*"The news must go on. It was a great asset for our employees to be part of the Property Registration Program. Rather than missing work and having to go at it alone, they had a valuable resource."*

*Denise Ivey*
*Editor in Chief,*
*Gannett Publishing*

# Home Registration: Web-based Application (Client Example)



Crisis Support System

Entergy
THE POWER OF PEOPLE™

**STEP #1: Employee logs onto secure application and provides personal information.**

| Personal Information | |
|---|---|
| First Name: | Mike |
| Last Name: | Smith |
| Email: | Mike.Smith@entergy.com |
| Address: | 64 Prince William Dr |
| City: | Saint Charles |
| State: | MO |
| Zip: | 63304 |
| Phone: | 636.477.0080 |
| Cell Phone: | 314.580.6050 |

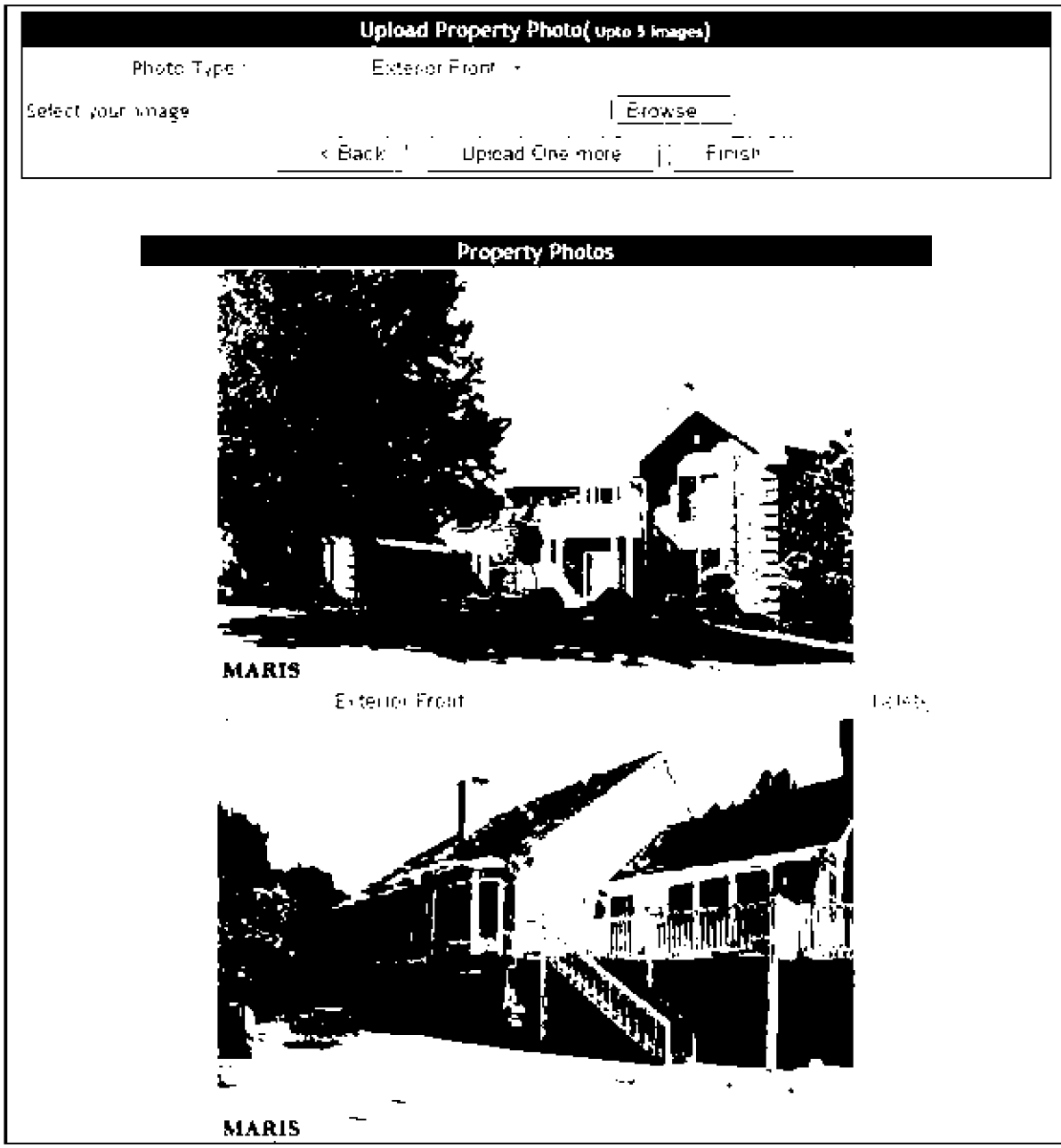
Next >

| Change Password Information | |
|---|---|
| Change Password : | |
| Confirm Password : | |

Change it..

HOME

# Home Registration: Web-based Application




**STEP #4: Employee uploads up to Five exterior photos of property.**

Property photo documentation is optional but will prove beneficial to Employee in regard to overall loss documentation and recovery.

- Photos help to document and substantiate property and conditions prior to loss.
- Photos identify structure and building components for initial damage assessment and response services.

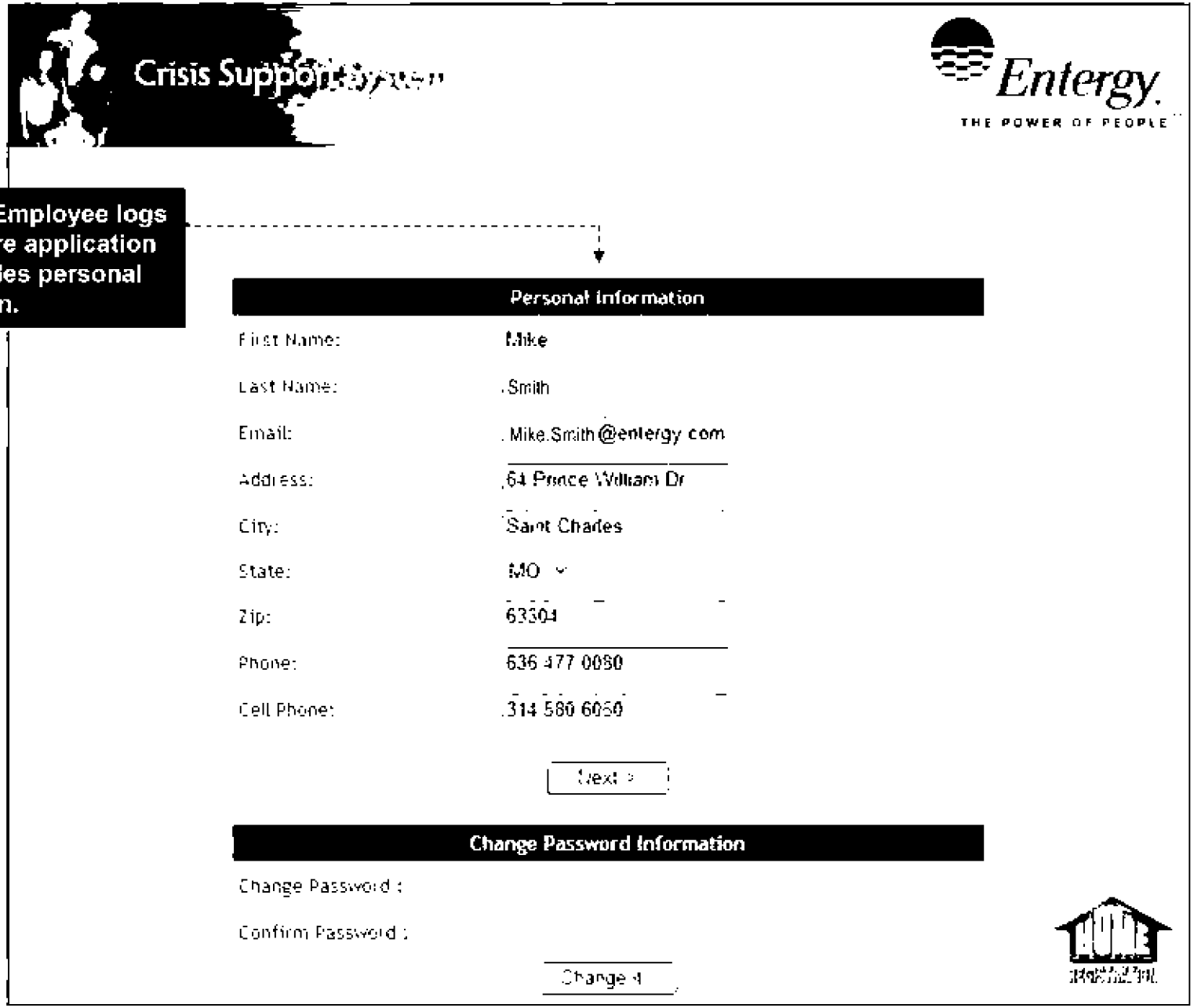
# Home Registration: *Individual Loss*

Within 2hrs of a reported singular incident affecting your personal property, ***Recovery Assist*** is activated:




- Independent Claim Specialist assigned to your loss to provide free consultation and claim filing direction.
- Emergency Stabilization Services offered by our National Vendor Network at discounted group membership rate to be billed directly to your Insurance Provider.
- National Restoration Vendor Program to provide damage assessment & repair estimates.
- Temporary Housing solutions to be billed directly to your Insurance Provider.
- Independent Claim Representation & Insurance Dispute Resolution provided at discounted membership terms and conditions.

# Home Registration: Web-based Application (Client Example)



# Home Registration: Web-based Application

HOME REGISTRATION™

**Property Information**

| | |
|---|---|
| What is the age of your home? | 1-5 years |
| How old is your roof? | Less than 1 year |
| Home Square Footage: | 4000 square feet |
| Exterior Type: | Brick |
| Number of Stories: | 2 |
| Hurricane Shutters: | ○ Yes ◉ No |
| Hardwood Floors: | ◉ Yes ○ No |
| Within 2 miles of body of water: | ○ Yes ◉ No<br>How far? 1 mile |
| Backup Power / Generator | ◉ Yes ○ No |
| Basement / Storm Shelter | ◉ Yes ○ No |
| Do you have a family emergency plan? | ◉ Yes ○ No |
| How many days will your supply of food, water and medication last if you are unable to purchase more? | less than 1 week |
| Would you evacuate your property pending an area warning or order: | Yes |
| Select your evacuation destination if you were to evacuate your area: | Other |
| Please enter the number of pets in your household: | Dogs: 0 Cats: 0 Other: 0 |
| In the event of an evacuation, do you have carriers for your pets? | ○ Yes ◉ No |

**STEP #2: Employee answers property info and scenario based questions for Incident Modeling Application**

Incident Modeling Application allows program administrator to model potential exposure and produce reports/statistics relevant to employee awareness, preparedness and ability to withstand an incident.

- Questions are addressable based on Company needs and intended usage.
- Data provides Company with important info to review as part of Business Continuity & Recovery Plans.
- Information can be a valuable statistic to help support Public Assistance & Insurance Programs.



***Home Registration***™ saves Time and Money for both Employee & Employer!

# HOME REGISTRATION

*When time matters.*
*When resources are needed.*
*When people count!*

HOME REGISTRATION™

**Voluntary Enrollment**

*** Per employee depending upon volume enrolled**

**Annual Membership**

- Program Enrollment & Onsite Orientation
- Online membership to ***EmergencyAdvantage***
- 24hr Customer Service Claim Center Hotline
- National Vendor Network recognized by the Insurance Industry
- Online *Mr. Fix-It* Resource & Blog Group
- Annual Onsite Membership Meeting

# Site Inspections

James Street Location

Wednesday, December 7, 2016

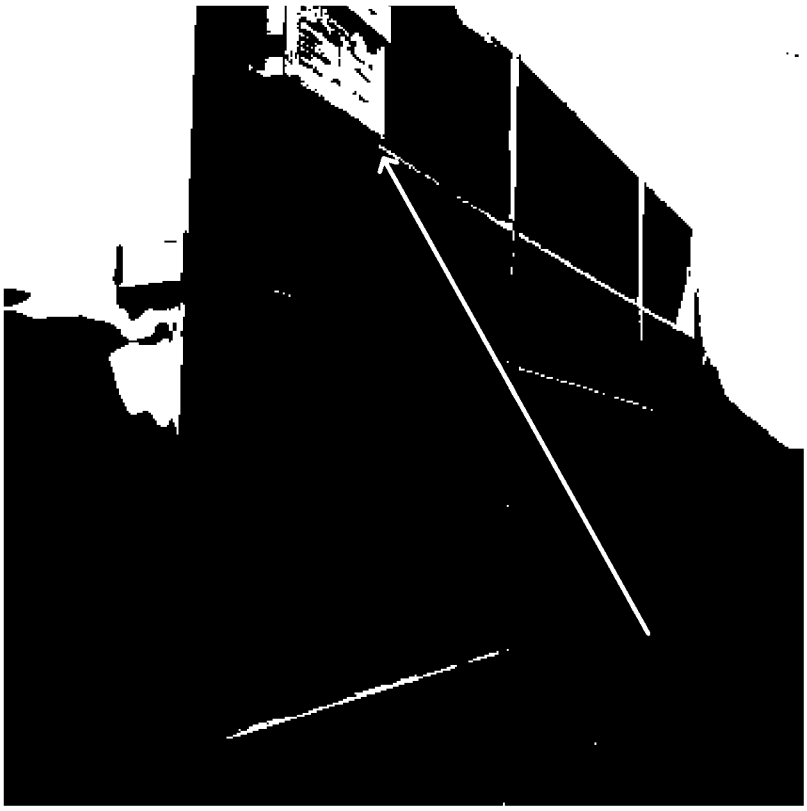
Prepared For

**Identified 10 Issues**

Ray Carter

Gehring Group Risk Control Services are intended solely to identify and assess reasonable risks within the member's insured property and does not warrant or guarantee the safety of any property or condition within the member's property and cannot guarantee any additional risks will not result in loss following a Risk Control Assessment. Improvements or corrections to The Member's property are solely its responsibility. Accordingly, member acknowledges Neither Gehring Group employees or agents shall be liable for losses related to any risk assessment provided.

GEHRING GROUP
INSURANCE BROKERS & CONSULTANTS



## Recommendation

For consideration; staff was observed lifting these storage boxes which could weigh 30 or more pounds. This exposure of injury increases with the weight of the box and the height of the shelf.



## Issue 1 Room 207 Mechanical Room

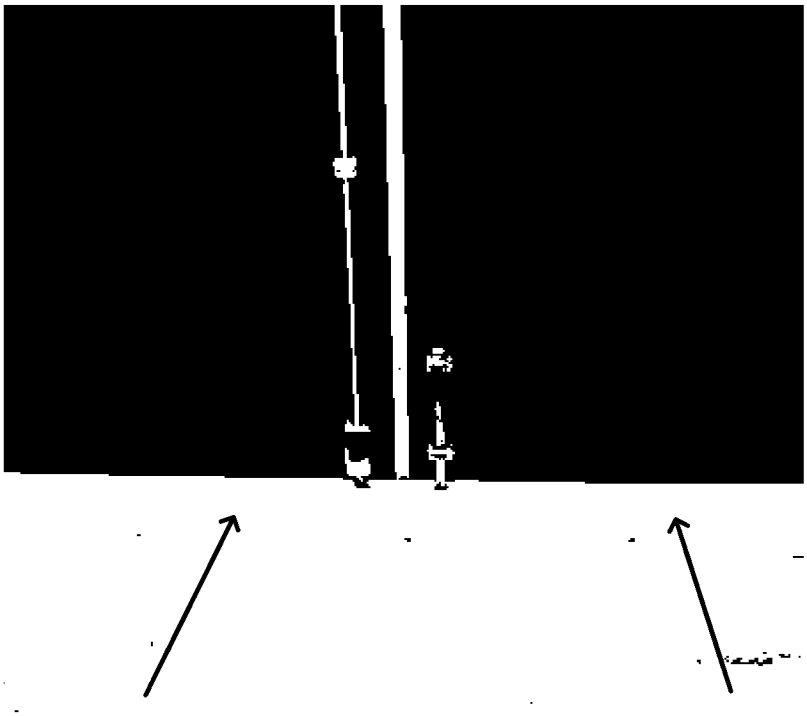
Pipe condensing water on floor creates a potential slip and fall condition. Consider wrap/insulation in high vis color to reduce condensation and decrease tripping hazard.

One other item of note that was the excessive corrosion forming on the clamps supporting the piping, especially given the 'newness' of the piping.



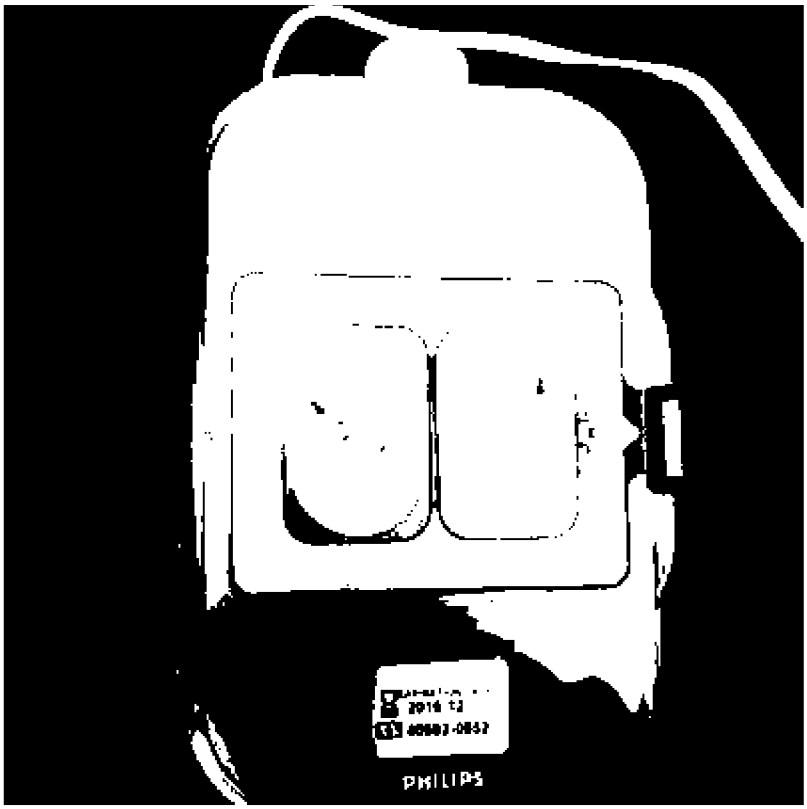
## Issue 2 Room 207 Mechanical Room

Verify that open partitions as shown do not actually go through to next floor/ceiling.



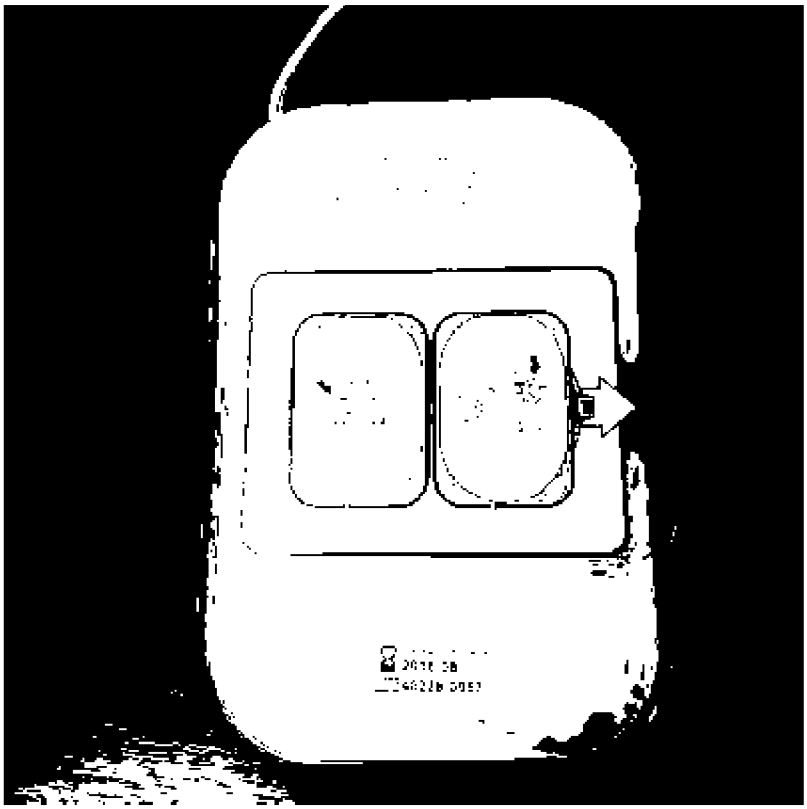
## Issue 3 Room 207 Mechanical Room

Paint threshold of back door to outside a high visibility color to prevent trips and falls.




## Issue 4

Replaced expiring pads on AED with the spares, ensure replacement pads are ordered and stored as back up within unit.



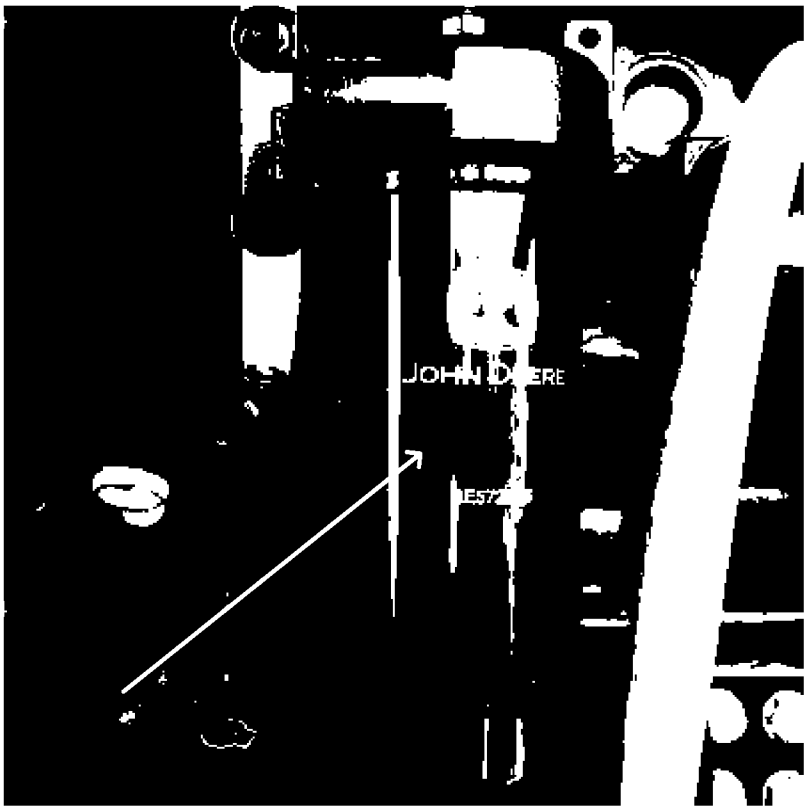
## Issue 5

Same as previous AED, new spare replacement pads should be ordered and placed into unit. The pads in this unit were expired and replaced the spares onsite.



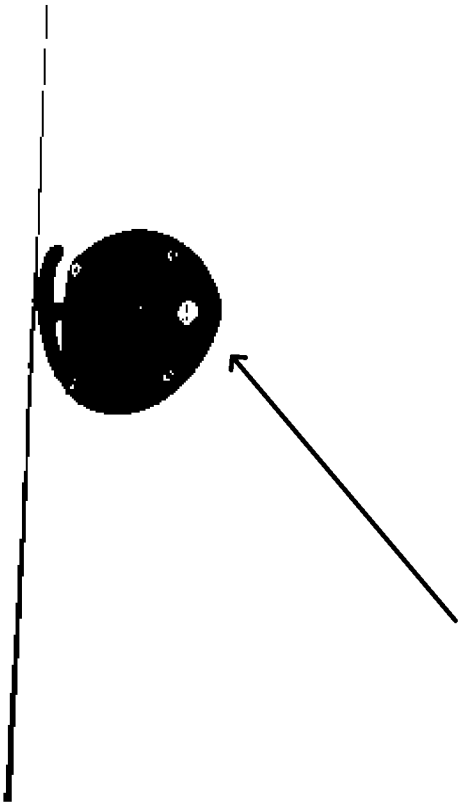
## Issue 6

Fill Port to 2,300 gallon generator tank should be locked.




## Issue 7

When the regular Preventative Maintenance is performed on the generator and filters are replaced they should be 'dated' with a marker upon install.

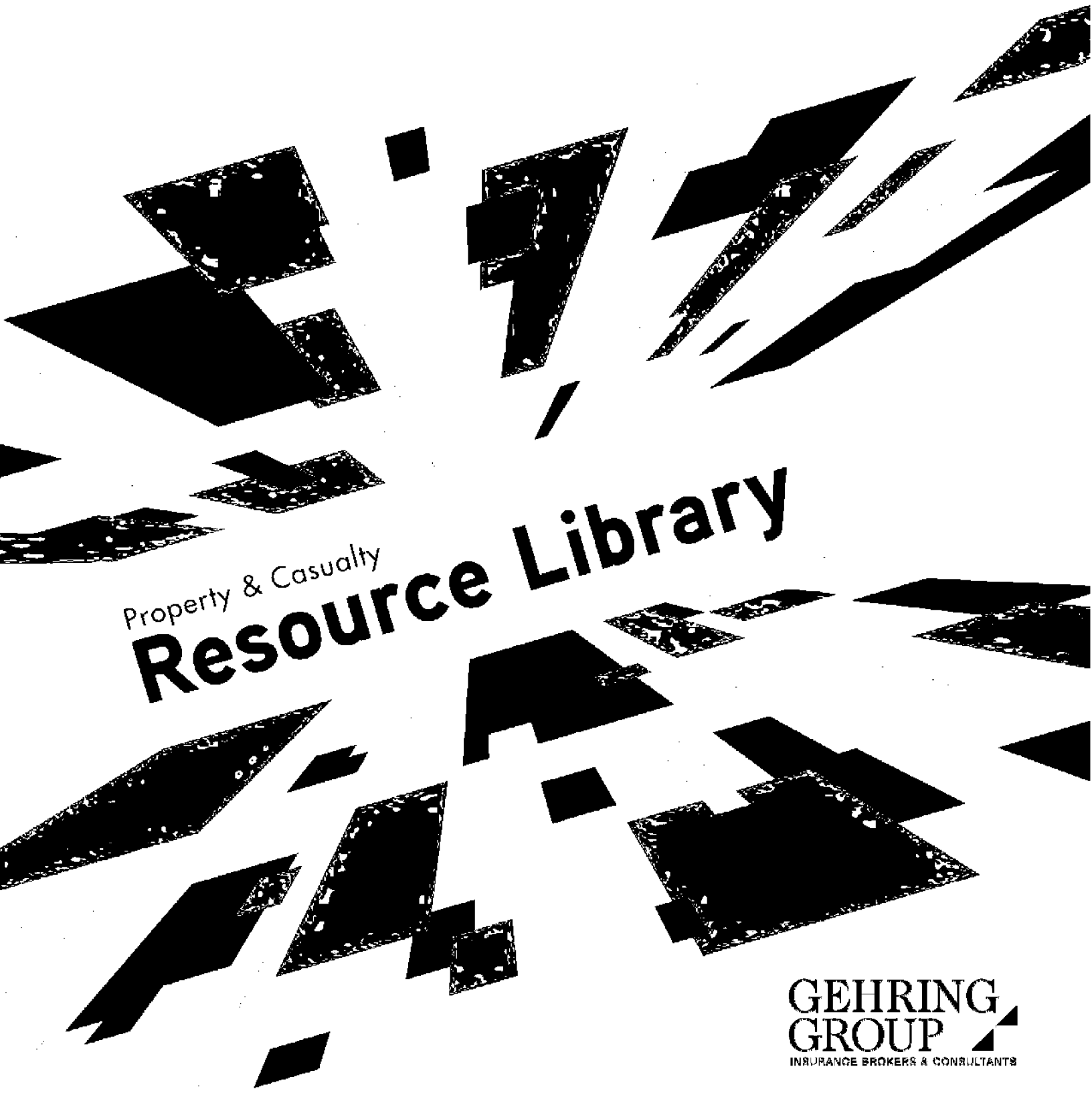


## Issue 8

As the generator is accessible to the public it should always be locked.

## Issue 9

Although no picture was taken, the AED behind the Christmas Tree should have the battery and pads inspected for proper expiration date.



Property & Casualty

# Resource Library

GEHRING GROUP

INSURANCE BROKERS & CONSULTANTS

# City of Venice

*Human Resources Department*

## Interoffice Memorandum

DATE: May 13, 2021

TO: Edward F. Lavallee, City Manager

FROM: Alan Bullock, Director of Human Resources

SUBJECT: One-Year Extension for Three Contracts

The city contracts with The Gehring Group to provide two services:

1. Property and liability insurance agent/broker
2. Health and related benefits insurance agent/broker

Additionally, the city contracts with Commercial Risk Management to provide Workers' Compensation Claims handling services, since the city is self-insured for Workers' Compensation.

All three of these contracts were commenced in 2018 for an initial three-year period. The city has the option of extending the contracts for two additional one-year periods. The services provided are excellent and the vendors have agreed to continue those services at the same rate, so at this time we would like to extend all three contracts for one year.

The City Attorney has approved each of the attached and confirmed that although these need to be signed by the Mayor, they do not need to be approved by Council.

Please submit these to the Mayor for signature or let me know if you need any further information in order to proceed.

IN WITNESS WHEREOF, the Company has caused this Service Agreement Extension to be executed by its undersigned officers duly authorized this _____ day of _____, 2021, but effective as of October 1, 2021.

COMMERCIAL RISK MANAGEMENT, INC.

By: _____
Its: _____

ATTEST:
By: _____
Its: _____

IN WITNESS WHEREOF, the Self-Insured has caused this Service Agreement Extension to be executed by its undersigned officers duly authorized this 25th day of May, 2021, but effective as of October 1, 2021.

CITY OF VENICE, FLORIDA

By: _____
Mayor

ATTEST:
By: _____
City Clerk

Approved as to form and correctness:

_____
City Attorney, City of Venice

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Administration

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**ITEM 6.13:** Resolution No. 2021-09 - Florida Memorandum of Understanding - Opioid Settlement - State of Florida ***(UPDATED INFORMATION)***

**SUMMARY:**

The State of Florida (Attorney General's Office) filed litigation on behalf of Florida cities and counties against several entities involved in the manufacturing, marketing, distribution and/or dispensing of opioids for their actions that contributed to the opioid crisis.

Note: In 2018, Florida providers wrote 53.7 opioid prescriptions for every 100 persons, according to the National Institute on Drug Abuse. Further, on May 3, 2017, then Governor Rick Scott declared a State of Emergency (Executive Order 17-146) as a result of a public health emergency arising from the national opioid epidemic.

After numerous negotiations, the State and "Pharmaceutical Supply Chain Participants" reached a compromise that is outlined in the proposed Memorandum of Understanding (MOU). The MOU provides for settlement payments (to be paid over 7, 10 and 18 years, based on the specific defendant settlement) with agreed upon funds to be utilized by local governments for abatement activities (i.e., training for first responders on the use of Naloxone or other FDA-approved drugs to reverse opioid overdoses, youth-focused programs to discourage/prevent misuse, community drug disposal programs and training for first responders in pre-arrest diversion programs).

The proposed and/or expected amount of funds that the Village may receive is not yet known, but may be in the range of $3,900-$7,400 annually.

By entering into the proposed MOU, also known as the Florida Plan, the Village would be in a position to receive a pro-rata share of settlement funds should the State be successful in collecting the allocations.

The proposed MOU was prepared by the State of Florida's Attorney General's Office and reviewed by the Village Attorney, the Police Chief and the Finance Director.

**FISCAL IMPACT:**

By entering into the proposed MOU, also known as the Florida Plan, the Village would be in a position to receive a pro-rata share of settlement funds should the State be successful in collecting the allocations. The proposed and/or expected amount of funds that the Village may receive is not yet known, but may be in the range of $3,900-$7,400 annually.

**ATTACHMENTS:**

Resolution No. 2021-09 - MOU - Opioid Settlement - State of Florida
Proposed Memorandum of Understanding
Summary Letter from Florida Attorney General
Guidance Letter from Village Attorney Susan Garrett
Key Points Summary - Opioid Litigation MOU
Potential Settlement Proceeds by Local Government

**RESOLUTION NO. 2021-09**

**A RESOLUTION OF THE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, TO JOIN WITH THE STATE OF FLORIDA AND OTHER LOCAL GOVERNMENTAL AGENCIES AS A PARTICIPANT IN THE FLORIDA MEMORANDUM OF UNDERSTANDING AND FORMAL AGREEMENTS IMPLEMENTING A UNIFIED PLAN; PROVIDING FOR TERMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village of Palm Springs has suffered harm from the opioid epidemic; and

**WHEREAS**, the Village of Palm Springs recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic; and

**WHEREAS**, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation,* MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and Village of Palm Springs [is/is not] a litigating participant in that action; and

**WHEREAS,** the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation; and

**WHEREAS,** the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

**WHEREAS,** participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations; and

**WHEREAS,** failure to participate in the Florida Plan will reduce funds available to the State, Village of Palm Springs, and every other Florida city and county.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA,** as follows:

**SECTION 1.** Participation in the Florida Plan would be in the best interest of the Village of Palm Springs and its residents in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

**SECTION 2.** The Village Council hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, and authorizes the Mayor, or other authorized Village Officials, to execute all documents necessary to establish this MOU with the State of Florida, said MOU being attached herewith as **Exhibit "A",** and made a part of this Resolution.

**SECTION 3.** The Village Council further authorizes the Village Clerk to furnish a certified copy of Resolution to the Florida League of Cities, Florida Association of Counties, Florida Attorney General Ashley Moody c/o John M. Guard, The Capitol, PL-01 Tallahassee, FL 32399-1050.

**SECTION 4.** This Resolution shall become effective upon its adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

| | Aye | Nay | Absent |
|---|---|---|---|
| BEV SMITH, MAYOR | □ | □ | □ |
| GARY READY, VICE MAYOR | □ | □ | □ |
| DOUG GUNTHER, MAYOR PRO TEM | □ | □ | □ |
| JONI BRINKMAN, COUNCIL MEMBER | □ | □ | □ |
| PATTI WALLER, COUNCIL MEMBER | □ | □ | □ |

The Mayor thereupon declared this Resolution duly passed and adopted this _____ day of JULY 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

**PROPOSAL**
**MEMORANDUM OF UNDERSTANDING**

Whereas, the people of the State of Florida and its communities have been harmed by misfeasance, nonfeasance and malfeasance committed by certain entities within the Pharmaceutical Supply Chain;

Whereas, the State of Florida, through its Attorney General, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold Pharmaceutical Supply Chain Participants accountable for the damage caused by their misfeasance, nonfeasance and malfeasance;

Whereas, the State of Florida and its Local Governments share a common desire to abate and alleviate the impacts of that misfeasance, nonfeasance and malfeasance throughout the State of Florida;

Whereas, it is the intent of the State of Florida and its Local Governments to use the proceeds from Settlements with Pharmaceutical Supply Chain Participants to increase the amount of funding presently spent on opioid and substance abuse education, treatment and other related programs and services, such as those identified in Exhibits A and B, and to ensure that the funds are expended in compliance with evolving evidence-based "best practices";

Whereas, the State of Florida and its Local Governments, subject to the completion of formal documents that will effectuate the Parties' agreements, enter into this Memorandum of Understanding ("MOU") relating to the allocation and use of the proceeds of Settlements described herein; and

Whereas, this MOU is a preliminary non-binding agreement between the Parties, is not legally enforceable, and only provides a basis to draft formal documents which will effectuate the Parties' agreements.

## A. Definitions

As used in this MOU:

1. "Approved Purpose(s)" shall mean forward-looking strategies, programming and services used to expand the availability of treatment for individuals impacted by substance use disorders, to: (a) develop, promote, and provide evidence-based substance use prevention strategies; (b) provide substance use avoidance and awareness education; (c) decrease the oversupply of licit and illicit opioids; and (d) support recovery from addiction. Approved Purposes shall include, but are not limited to, the opioid abatement strategies listed on Exhibits A and B which are incorporated herein by reference.

2. "Local Governments" shall mean all counties, cities, towns and villages located within the geographic boundaries of the State.

3. "Managing Entities" shall mean the corporations selected by and under contract with the Florida Department of Children and Families or its successor ("DCF") to manage the

daily operational delivery of behavioral health services through a coordinated system of care. The singular "Managing Entity" shall refer to a singular of the Managing Entities.

4. "County" shall mean a political subdivision of the state established pursuant to s. 1, Art. VIII of the State Constitution.

5. "Municipalities" shall mean cities, towns, or villages of a County within the State with a Population greater than 10,000 individuals and shall also include cities, towns or villages within the State with a Population equal to or less than 10,000 individuals which filed a Complaint in this litigation against Pharmaceutical Supply Chain Participants. The singular "Municipality" shall refer to a singular of the Municipalities.

6. ''Negotiating Committee" shall mean a three-member group comprised by representatives of the following: (1) the State; and (2) two representatives of Local Governments of which one representative will be from a Municipality and one shall be from a County (collectively, "Members") within the State. The State shall be represented by the Attorney General or her designee.

7. "Negotiation Class Metrics" shall mean those county and city settlement allocations which come from the official website of the Negotiation Class of counties and cities certified on September 11, 2019 by the U.S. District for the Northern District of Ohio in *In re National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio). The website is located at https://allocationmap.iclaimsonline.com.

8. "Opioid Funds" shall mean monetary amounts obtained through a Settlement as defined in this MOU.

9. "Opioid Related" shall have the same meaning and breadth as in the agreed Opioid Abatement Strategies attached hereto as Exhibits A or B.

10. "Parties" shall mean the State and Local Governments. The singular word "Party" shall mean either the State or Local Governments.

11. "PEC" shall mean the Plaintiffs' Executive Committee of the National Prescription Opiate Multidistrict Litigation pending in the United States District Court for the Northern District of Ohio.

12. "Pharmaceutical Supply Chain" shall mean the process and channels through which Controlled Substances are manufactured, marketed, promoted, distributed or dispensed.

13. "Pharmaceutical Supply Chain Participant" shall mean any entity that engages in, or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic.

14. "Population" shall refer to published U.S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this MOU. These estimates can currently be found at https://www.census.gov

15. "Qualified County" shall mean a charter or non-chartered county within the State that: has a Population of at least 300,000 individuals and (a) has an opioid taskforce of which it is a member or operates in connection with its municipalities or others on a local or regional basis; (b) has an abatement plan that has been either adopted or is being utilized to respond to the opioid epidemic; (c) is currently either providing or is contracting with others to provide substance abuse prevention, recovery, and treatment services to its citizens; and (d) has or enters into an agreement with a majority of Municipalities (Majority is more than 50% of the Municipalities' total population) related to the expenditure of Opioid Funds. The Opioid Funds to be paid to a Qualified County will only include Opioid Funds for Municipalities whose claims are released by the Municipality or Opioid Funds for Municipalities whose claims are otherwise barred.

16. "SAMHSA" shall mean the U.S. Department of Health & Human Services, Substance Abuse and Mental Health Services Administration.

17. "Settlement" shall mean the negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the State and Local Governments or a settlement class as described in (B)(1) below.

18. "State" shall mean the State of Florida.

**B. Terms**

1. **Only Abatement -** Other than funds used for the Administrative Costs and Expense Fund as hereinafter described in paragraph 6 and paragraph 9, respectively), all Opioid Funds shall be utilized for Approved Purposes. To accomplish this purpose, the State will either file a new action with Local Governments as Parties or add Local Governments to its existing action, sever settling defendants, and seek entry of a consent order or other order binding both the State, Local Governments, and Pharmaceutical Supply Chain Participant(s) ("Order"). The Order may be part of a class action settlement or similar device. The Order shall provide for continuing jurisdiction of a state court to address non-performance by any party under the Order. Any Local Government that objects to or refuses to be included under the Order or entry of documents necessary to effectuate a Settlement shall not be entitled to any Opioid Funds and its portion of Opioid Funds shall be distributed to, and for the benefit of, the other Local Governments.

2. **Avoid Claw Back and Recoupment** - Both the State and Local Governments wish to maximize any Settlement and Opioid Funds. In addition to committing to only using funds for the Expense Funds, Administrative Costs and Approved Purposes, both Parties will agree to utilize a percentage of funds for the core strategies highlighted in Exhibit A. Exhibit A contains the programs and strategies prioritized by the U.S. Department of Justice and/or the U.S. Department of Health & Human Services ("Core Strategies"). The State is trying to obtain the United States' agreement to limit or reduce the United States' ability to recover or recoup monies from the State and Local Government in exchange for prioritization of funds to certain projects. If no agreement is reached with the United States, then there will be no requirement that a percentage be utilized for Core Strategies.

3. **Distribution Scheme** - All Opioid Funds will initially go to the State, and then be distributed according to the following distribution scheme. The Opioid Funds will be divided into three funds after deducting costs of the Expense Fund detailed in paragraph 9 below:

(a) City/County Fund- The city/county fund will receive 15% of all Opioid Funds to directly benefit all Counties and Municipalities. The amounts to be distributed to each County and Municipality shall be determined by the Negotiation Class Metrics or other metrics agreed upon, in writing, by a County and a Municipality. For Local Governments that are not within the definition of County or Municipality, those Local Governments may receive that government's share of the City/County Fund under the Negotiation Class Metrics, if that government executes a release as part of a Settlement. Any Local Government that is not within the definition of County or Municipality and that does not execute a release as part of a Settlement shall have its share of the City/County Fund go to the County in which it is located.

(b) Regional Fund- The regional fund will be subdivided into two parts.

(i) The State will annually calculate the share of each County within the State of the regional fund utilizing the sliding scale in section 4 of the allocation contained in the Negotiation Class Metrics or other metrics that the Parties agree upon.

(ii) For Qualified Counties, the Qualified County's share will be paid to the Qualified County and expended on Approved Purposes, including the Core Strategies identified in Exhibit A, if applicable.

(iii) For all other Counties, the regional share for each County will be paid to the Managing Entities providing service for that County. The Managing Entities will be required to expend the monies on Approved Purposes, including the Core Strategies. The Managing Entities shall endeavor to the greatest extent possible to expend these monies on counties within the State that are non-Qualified Counties and to ensure that there are services in every County.

(c) State Fund - The remainder of Opioid Funds after deducting the costs of the Expense Fund detailed in paragraph 9, the City/County Fund and the Regional Fund will be expended by the State on Approved Purposes, including the provisions related to Core Strategies, if applicable.

(d) To the extent that Opioid Funds are not appropriated and expended in a year by the State, the State shall identify the investments where settlement funds will be deposited. Any gains, profits, or interest accrued from the deposit of the Opioid Funds to the extent that any funds are not appropriated and expended within a calendar year, shall be the sole property of the Party that was entitled to the initial deposit.

4. Regional Fund Sliding Scale- The Regional Fund shall be calculated by utilizing the following sliding scale of the Opioid Funds available in any year:

A. Years 1-6: 40%

B. Years 7-9: 35%

C. Years 10-12: 34%

D. Years 13-15: 33%

E. Years 16-18: 30%

5. Opioid Abatement Taskforce or Council - The State will create an Opioid Abatement Taskforce or Council (sometimes hereinafter "Taskforce" or "Council") to advise the Governor, the Legislature, Florida's Department of Children and Families ("DCF"), and Local Governments on the priorities that should be addressed as part of the opioid epidemic and to review how monies have been spent and the results that have been achieved with Opioid Funds.

(a) Size - The Taskforce or Council shall have ten Members equally balanced between the State and the Local Governments.

(b) Appointments Local Governments - Two Municipality representatives will be appointed by or through Florida League of Cities. Two county representatives, one from a Qualified County and one from a county within the State that is not a Qualified County, will be appointed by or through the Florida Association of Counties. The final representative will alternate every two years between being a county representative (appointed by or through Florida Association of Counties) or a Municipality representative (appointed by or through the Florida League of Cities). One Municipality representative must be from a city of less than 50,000 people. One county representative must be from a county less than 200,000 people and the other county representative must be from a county whose population exceeds 200,000 people.

(c) Appointments State -

(i) The Governor shall appoint two Members.

(ii) The Speaker of the House shall appoint one Member.

(iii) The Senate President shall appoint one Member.

(iv) The Attorney General or her designee shall be a Member.

(d) Chair - The Attorney General or designee shall be the chair of the Taskforce or Council.

(e) Term - Members will be appointed to serve a two-year term.

(f) Support - DCF shall support the Taskforce or Council and the Taskforce or Council shall be administratively housed in DCF.

(g) Meetings - The Taskforce or Council shall meet quarterly in person or virtually using communications media technology as defined in section 120.54(5)(b)(2), Florida Statutes.

(h) Reporting - The Taskforce or Council shall provide and publish a report annually no later than November 30th or the first business day after November 30th, if November 30th falls on a weekend or is otherwise not a business day. The report shall contain information on how monies were spent the previous fiscal year by the State, each of the Qualified Counties, each of the Managing Entities, and each of the Local Governments. It shall also contain recommendations to the Governor, the Legislature, and Local Governments for priorities among the Approved Purposes for how monies should be spent the coming fiscal year to respond to the opioid epidemic.

(i) Accountability - Prior to July 1st of each year, the State and each of the Local Governments shall provide information to DCF about how they intend to expend Opioid Funds in the upcoming fiscal year. The State and each of the Local Government shall report its expenditures to DCF no later than August 31st for the previous fiscal year. The Taskforce or Council will set other data sets that need to be reported to DCF to demonstrate the effectiveness of Approved Purposes. All programs and expenditures shall be audited annually in a similar fashion to SAMHSA programs. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving Opioid Funds.

(j) Conflict of Interest - All Members shall adhere to the rules, regulations and laws of Florida including, but not limited to, Florida Statute §112.311, concerning the disclosure of conflicts of interest and recusal from discussions or votes on conflicted matters.

6. **Administrative Costs**- The State may take no more than a 5% administrative fee from the State Fund ("Administrative Costs") and any Regional Fund that it administers for counties that are not Qualified Counties. Each Qualified County may take no more than a 5% administrative fee from its share of the Regional Funds.

7. **Negotiation of Non-Multistate Settlements** - If the State begins negotiations with a Pharmaceutical Supply Chain Participant that is separate and apart from a multi-state negotiation, the State shall include Local Governments that are a part of the Negotiating Committee in such negotiations. No Settlement shall be recommended or accepted without the affirmative votes of both the State and Local Government representatives of the Negotiating Committee.

8. **Negotiation of Multistate or Local Government Settlements** - To the extent practicable and allowed by other parties to a negotiation, both Parties agree to communicate with

members of the Negotiation Committee regarding the terms of any other Pharmaceutical Supply Chain Participant Settlement.

9. **Expense Fund** - The Parties agree that in any negotiation every effort shall be made to cause Pharmaceutical Supply Chain Participants to pay costs of litigation, including attorneys' fees, in addition to any agreed to Opioid Funds in the Settlement. To the extent that a fund sufficient to pay the entirety of all contingency fee contracts for Local Governments in the State of Florida is not created as part of a Settlement by a Pharmaceutical Supply Chain Participant, the Parties agree that an additional expense fund for attorneys who represent Local Governments (herein "Expense Fund") shall be created out of the City/County fund for the purpose of paying the hard costs of a litigating Local Government and then paying attorneys' fees.

(a) The Source of Funds for the Expense Fund- Money for the Expense Fund shall be sourced exclusively from the City/County Fund.

(b) The Amount of the Expense Fund- The State recognizes the value litigating Local Governments bring to the State of Florida in connection with the Settlement because their participation increases the amount Incentive Payments due from each Pharmaceutical Supply Chain Participant. In recognition of that value, the amount of funds that shall be deposited into the Expense fund shall be contingent upon on the percentage of litigating Local Government participation in the Settlement, according to the following table:

| Litigating Local Government Participation in the Settlement (by percentage of the population) | Amount that shall be paid into the Expense Fund from (and as a percentage of) the City/County fund |
|---|---|
| 96 to 100% | 10% |
| 91 to 95% | 7.5% |
| 86 to 90% | 5% |
| 85% | 2.5% |
| Less than 85% | 0% |

If fewer than 85% percent of the litigating Local Governments (by population) participate, then the Expense Fund shall not be funded, and this Section of the MOU shall be null and void.

(c) The Timing of Payments into the Expense Fund- Although the amount of the Expense Fund shall be calculated based on the entirety of payments due to the City/County fund over a ten to eighteen year period, the Expense Fund shall be funded entirely from payments made by Pharmaceutical Supply Chain Participants during the first two years of the Settlement. Accordingly, to offset the amounts being paid from the City/County to the Expense Fund in the first two years, Counties or Municipalities may borrow from the Regional Fund during the first two years and pay the borrowed amounts back to the Regional Fund during years three, four, and five.

For the avoidance of doubt, the following provides an illustrative example regarding the calculation of payments and amounts that may be borrowed under the terms of this MOU, consistent with the provisions of this Section:

| | |
|---|---|
| Opioid Funds due to State of Florida and Local Governments (over 10 to 18 years): | $1,000 |
| Litigating Local Government Participation: | 100% |
| City/County Fund (over 10 to 18 years): | $150 |
| Expense Fund (paid over 2 years): | $15 |
| Amount Paid to Expense Fund in 1st year: | $7.5 |
| Amount Paid to Expense Fund in 2nd year | $7.5 |
| Amount that may be borrowed from Regional Fund in 1st year: | $7.5 |
| Amount that may be borrowed from Regional Fund in 2nd year: | $7.5 |
| Amount that must be paid back to Regional Fund in 3rd year: | $5 |
| Amount that must be paid back to Regional Fund in 4th year: | $5 |
| Amount that must be paid back to Regional Fund in 5th year: | $5 |

(d) Creation of and Jurisdiction over the Expense Fund- The Expense Fund shall be established, consistent with the provisions of this Section of the MOU, by order of the Circuit Court of the Sixth Judicial Circuit in and for Pasco County, West Pasco Division New Port Richey, Florida, in the matter of *The State of Florida, Office of the Attorney General, Department of Legal Affairs v. Purdue Pharma L.P., et al.*, Case No. 2018-CA-001438 (the "Court"). The Court shall have jurisdiction over the Expense Fund, including authority to allocate and disburse amounts from the Expense Fund and to resolve any disputes concerning the Expense Fund.

(e) Allocation of Payments to Counsel from the Expense Fund- As part of the order establishing the Expense Fund, counsel for the litigating Local Governments shall seek to have the Court appoint a third-neutral to serve as a special master for purposes of allocating the Expense Fund. Within 30 days of entry of the order appointing a special master for the Expense Fund, any counsel who intend to seek an award from the Expense Fund shall provide the copies of their contingency fee contracts to the special master. The special master shall then build a mathematical model, which shall be based on each litigating Local Government's share under the Negotiation Class Metrics and the rate set forth in their contingency contracts, to calculate a proposed award for each litigating Local Government who timely provided a copy of its contingency contract.

10. **Dispute resolution-** Any one or more of the Local Governments or the State may object to an allocation or expenditure of Opioid Funds solely on the basis that the allocation or expenditure at issue (a) is inconsistent with the Approved Purposes; (b) is inconsistent with the distribution scheme as provided in paragraph 3, or (c) violates the limitations set forth herein with respect to administrative costs or the Expense Fund. There shall be no other basis for bringing an objection to the approval of an allocation or expenditure of Opioid Funds.

## Schedule A

## Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].[1]

A. Naloxone or other FDA-approved drug to reverse opioid overdoses

1. Expand training for first responders, schools, community support groups and families; and

2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. Medication-Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;

2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;

3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and

4. Treatment and Recovery Support Services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allow or integrate medication with other support services.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and

3. Provide comprehensive wrap-around services to individuals with Opioid Use Disorder (OUD) including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;

2. Expand services for better continuum of care with infant-need dyad; and

3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

[1] As used in this Schedule A, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;

2. Expand warm hand-off services to transition to recovery services;

3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions. ;

4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and

5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and

2. Increase funding for jails to provide treatment to inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);

2. Funding for evidence-based prevention programs in schools.;

3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);

4. Funding for community drug disposal programs; and

5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe services programs with more wrap-around services including linkage to OUD treatment, access to sterile syringes, and linkage to care and treatment of infectious diseases.

I. Evidence-based data collection and research analyzing the effectiveness of the abatement strategies within the State.

## Schedule B

## Approved Uses

PART ONE: TREATMENT

### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:[2]

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

8. Training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD or mental health conditions, including but not limited to training,

[2] As used in this Schedule B, words like "expand," "fund," "provide" or the like shall not indicate a preference for new or existing programs. Priorities will be established through the mechanisms described in the Term Sheet.

scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. [Intentionally Blank – to be cleaned up later for numbering]

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for or recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.

2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.

3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.

5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.

12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

14. Create and/or support recovery high schools.

15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.

6. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically-appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

11. Expand warm hand-off services to transition to recovery services.

12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

13. Develop and support best practices on addressing OUD in the workplace.

14. Support assistance programs for health care providers with OUD.

15. Engage non-profits and the faith community as a system to support outreach for treatment.

16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:

a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);

b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;

c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;

d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;

e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (NAS), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.

2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.

3. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

6. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

7. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

10. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund medical provider education and outreach regarding best prescribing practices for opioids consistent with Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).

2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.

5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:

a. Increase the number of prescribers using PDMPs;

b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Fund media campaigns to prevent opioid misuse.

2. Corrective advertising or affirmative public education campaigns based on evidence.

3. Public education relating to drug disposal.

4. Drug take-back disposal or destruction programs.

5. Fund community anti-drug coalitions that engage in drug prevention efforts.

6. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

7. Engage non-profits and faith-based communities as systems to support prevention.

8. Fund evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

10. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address

mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, individuals at high risk of overdose, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

## I. FIRST RESPONDERS

In addition to items in sections C, D, and H relating to first responders, support the following:

1. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

## J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitation, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local, or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services; to support training and technical assistance; or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A dashboard to share reports, recommendations, or plans to spend opioid settlement funds; to show how opioid settlement funds have been spent; to report program or strategy outcomes; or to track, share, or visualize key opioid-related or health-related indicators and supports as identified through collaborative statewide, regional, local, or community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

## K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection, and evaluation of programs and strategies described in this opioid abatement strategy list.

2. Research non-opioid treatment of chronic pain.

3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

RESOLUTION NO. [INSERT]

A Resolution authorizing [City/County] (herein referred to as this "Governmental Unit") to join with the State of Florida and other local governmental units as a participant in the Florida Memorandum of Understanding and Formal Agreements implementing a Unified Plan.

WHEREAS, the [City/County] has suffered harm from the opioid epidemic;

WHEREAS, the [City/County] recognizes that the entire State of Florida has suffered harm as a result from the opioid epidemic;

WHEREAS, the State of Florida has filed an action pending in Pasco County, Florida, and a number of Florida Cities and Counties have also filed an action *In re: National Prescription Opiate Litigation*, MDL No. 2804 (N.D. Ohio) (the "Opioid Litigation") and [City/County] [is/is not] a litigating participant in that action;

WHEREAS, the State of Florida and lawyers representing certain various local governments involved in the Opioid Litigation have proposed a unified plan for the allocation and use of prospective settlement dollars from opioid related litigation;

WHEREAS, the Florida Memorandum of Understanding (the "Florida Plan") sets forth sets forth a framework of a unified plan for the proposed allocation and use of opioid settlement proceeds and it is anticipated that formal agreements implementing the Florida Plan will be entered into at a future date; and,

WHEREAS, participation in the Florida Plan by a large majority of Florida cities and counties will materially increase the amount of funds to Florida and should improve Florida's relative bargaining position during additional settlement negotiations;

WHEREAS, failure to participate in the Florida Plan will reduce funds available to the State, [City/County], and every other Florida city and county;

NOW, THEREFORE, BE IT RESOLVED BY THIS GOVERNMENTAL UNIT:

SECTION 1. That this Governmental Unit finds that participation in the Florida Plan would be in the best interest of the Governmental Unit and its citizens in that such a plan ensures that almost all of the settlement funds go to abate and resolve the opioid epidemic and each and every city and county receives funds for the harm that it has suffered.

SECTION 2. That this Governmental Unit hereby expresses its support of a unified plan for the allocation and use of opioid settlement proceeds as generally described in the Florida Plan, attached hereto as Exhibit "A."

SECTION 3. That [official name] is hereby expressly authorized to execute the Florida Plan in substantially the form contained in Exhibit "A."

SECTION 4. That [official name] is hereby authorized to execute the any formal agreements implementing a unified plan for the allocation and use of opioid settlement proceeds that is not substantially inconsistent with the Florida Plan and this Resolution.

SECTION 5. That the Clerk be and hereby is instructed to record this Resolution in the appropriate record book upon its adoption.

SECTION 6. The clerk of this Governmental Unit is hereby directed to furnish a certified copy of this Ordinance/Resolution to the Florida

[Florida League of Cities/Florida Association of Counties]

Attorney General Ashley Moody
c\o John M. Guard
The Capitol,
PL-01
Tallahassee, FL 32399-1050

SECTION 7. This Resolution shall take effect immediately upon its adoption.

Adopted this day of , _____, 2021.

(Mayor/Commissioner/etc.)

ATTEST: _____

| | | |
|---|---|---|
| **City/County Fund** | | 15% |
| **Regional Fund** | | 35% |
| **Scenario 1** | $ | 130,000,000.00 |
| **City/County Fund Scenario 1** | $ | 19,500,000.00 |
| **Regional Fund Scenario 1** | $ | 45,500,000.00 |
| **Scenario 2** | $ | 100,000,000.00 |
| **City/County Fund Scenario 2** | $ | 15,000,000.00 |
| **Regional Fund Scenario 2** | $ | 35,000,000.00 |
| **Scenario 3** | $ | 70,000,000.00 |
| **City/County Fund Scenario 3** | $ | 10,500,000.00 |
| **Regional Fund Scenario 3** | $ | 24,500,000.00 |

| County | Allocated Subdivisions | Overall Total % | Allocated % by entity | Scenario 1 City/County Fund | Scenario 1 Regional Fund | Scenario 2 City/County Fund | Scenario 2 Regional Fund | Scenario 3 City/County Fund | Scenario 3 Regional Fund |
|---|---|---|---|---|---|---|---|---|---|
| Alachua | | 1.241060164449% | | | $ 564,682.37 | | $ 434,371.06 | | $ 304,059.74 |
| | Alachua County | | 0.821689546303% | $ 160,229.46 | | $ 123,253.43 | | $ 86,277.40 | |
| | Alachua | | 0.013113332457% | $ 2,557.10 | | $ 1,967.00 | | $ 1,376.90 | |
| | Archer | | 0.000219705515% | $ 42.84 | | $ 32.96 | | $ 23.07 | |
| | Gainesville | | 0.381597611347% | $ 74,411.53 | | $ 57,239.64 | | $ 40,067.75 | |
| | Hawthorne | | 0.000270546460% | $ 52.76 | | $ 40.58 | | $ 28.41 | |
| | High Springs | | 0.011987568663% | $ 2,337.58 | | $ 1,798.14 | | $ 1,258.69 | |
| | La Crosse | | 0.000975056706% | $ 190.14 | | $ 146.26 | | $ 102.38 | |
| | Micanopy | | 0.002113530737% | $ 412.14 | | $ 317.03 | | $ 221.92 | |
| | Newberry | | 0.006102729215% | $ 1,190.03 | | $ 915.41 | | $ 640.79 | |
| | Waldo | | 0.002988721299% | $ 582.80 | | $ 448.31 | | $ 313.82 | |
| Baker | | 0.193173804130% | | | $ 87,894.08 | | $ 67,610.83 | | $ 47,327.58 |
| | Baker County | | 0.169449240037% | $ 33,042.60 | | $ 25,417.39 | | $ 17,792.17 | |
| | Glen St. Mary | | 0.000096234647% | $ 18.77 | | $ 14.44 | | $ 10.10 | |
| | Macclenny | | 0.023628329446% | $ 4,607.52 | | $ 3,544.25 | | $ 2,480.97 | |
| Bay | | 0.839656373312% | | | $ 382,043.65 | | $ 293,879.73 | | $ 205,715.81 |
| | Bay County | | 0.508772605155% | $ 99,210.66 | | $ 76,315.89 | | $ 53,421.12 | |
| | Callaway | | 0.024953825527% | $ 4,866.00 | | $ 3,743.07 | | $ 2,620.15 | |
| | Lynn Haven | | 0.039205632015% | $ 7,645.10 | | $ 5,880.84 | | $ 4,116.59 | |
| | Mexico Beach | | 0.005614292988% | $ 1,094.79 | | $ 842.14 | | $ 589.50 | |
| | Panama City | | 0.155153855596% | $ 30,255.00 | | $ 23,273.08 | | $ 16,291.15 | |
| | Panama City Beach | | 0.080897023117% | $ 15,774.92 | | $ 12,134.55 | | $ 8,494.19 | |
| | Parker | | 0.008704696178% | $ 1,697.42 | | $ 1,305.70 | | $ 913.99 | |
| | Springfield | | 0.016354442736% | $ 3,189.12 | | $ 2,453.17 | | $ 1,717.22 | |
| Bradford | | 0.189484204081% | | | $ 86,215.31 | | $ 66,319.47 | | $ 46,423.63 |
| | Bradford County | | 0.151424309090% | $ 29,527.74 | | $ 22,713.65 | | $ 15,899.55 | |
| | Brooker | | 0.000424885045% | $ 82.85 | | $ 63.73 | | $ 44.61 | |
| | Hampton | | 0.002839829959% | $ 553.77 | | $ 425.97 | | $ 298.18 | |
| | Lawtey | | 0.003400896108% | $ 663.17 | | $ 510.13 | | $ 357.09 | |
| | Starke | | 0.031392468132% | $ 6,121.53 | | $ 4,708.87 | | $ 3,296.21 | |
| Brevard | | 3.878799180444% | | | $ 1,764,853.63 | | $ 1,357,579.71 | | $ 950,305.80 |
| | Brevard County | | 2.323022668525% | $ 452,989.42 | | $ 348,453.40 | | $ 243,917.38 | |
| | Cape Canaveral | | 0.045560750209% | $ 8,884.35 | | $ 6,834.11 | | $ 4,783.88 | |
| | Cocoa | | 0.149245411423% | $ 29,102.86 | | $ 22,386.81 | | $ 15,670.77 | |
| | Cocoa Beach | | 0.084363286155% | $ 16,450.84 | | $ 12,654.49 | | $ 8,858.15 | |
| | Grant-Valkaria | | 0.000321387406% | $ 62.67 | | $ 48.21 | | $ 33.75 | |
| | Indialantic | | 0.024136738902% | $ 4,706.66 | | $ 3,620.51 | | $ 2,534.36 | |
| | Indian Harbour Beach | | 0.021089913665% | $ 4,112.53 | | $ 3,163.49 | | $ 2,214.44 | |
| | Malabar | | 0.002505732317% | $ 488.62 | | $ 375.86 | | $ 263.10 | |
| | Melbourne | | 0.383104682233% | $ 74,705.41 | | $ 57,465.70 | | $ 40,225.99 | |
| | Melbourne Beach | | 0.012091066302% | $ 2,357.76 | | $ 1,813.66 | | $ 1,269.56 | |
| | Melbourne Village | | 0.003782203200% | $ 737.53 | | $ 567.33 | | $ 397.13 | |
| | Palm Bay | | 0.404817397481% | $ 78,939.39 | | $ 60,722.61 | | $ 42,505.83 | |
| | Palm Shores | | 0.000127102364% | $ 24.78 | | $ 19.07 | | $ 13.35 | |
| | Rockledge | | 0.096603243798% | $ 18,837.63 | | $ 14,490.49 | | $ 10,143.34 | |
| | Satellite Beach | | 0.035975416224% | $ 7,015.21 | | $ 5,396.31 | | $ 3,777.42 | |
| | Titusville | | 0.240056418924% | $ 46,811.00 | | $ 36,008.46 | | $ 25,205.92 | |
| | West Melbourne | | 0.051997577066% | $ 10,139.53 | | $ 7,799.64 | | $ 5,459.75 | |
| Broward | | 9.057962672578% | | | $ 4,121,373.02 | | $ 3,170,286.94 | | $ 2,219,200.85 |
| | Broward County | | 3.966403576878% | $ 773,448.70 | | $ 594,960.54 | | $ 416,472.38 | |
| | Coconut Creek | | 0.101131719448% | $ 19,720.69 | | $ 15,169.76 | | $ 10,618.83 | |
| | Cooper City | | 0.073935445073% | $ 14,417.41 | | $ 11,090.32 | | $ 7,763.22 | |
| | Coral Springs | | 0.323406517664% | $ 63,064.27 | | $ 48,510.98 | | $ 33,957.68 | |
| | Dania Beach | | 0.017807041180% | $ 3,472.37 | | $ 2,671.06 | | $ 1,869.74 | |
| | Davie | | 0.266922227153% | $ 52,049.83 | | $ 40,038.33 | | $ 28,026.83 | |
| | Deerfield Beach | | 0.202423224725% | $ 39,472.53 | | $ 30,363.48 | | $ 21,254.44 | |
| | Fort Lauderdale | | 0.830581264531% | $ 161,963.35 | | $ 124,587.19 | | $ 87,211.03 | |
| | Hallandale Beach | | 0.154950491814% | $ 30,215.35 | | $ 23,242.57 | | $ 16,269.80 | |
| | Hillsboro Beach | | 0.012407006463% | $ 2,419.37 | | $ 1,861.05 | | $ 1,302.74 | |
| | Hollywood | | 0.520164608456% | $ 101,432.10 | | $ 78,024.69 | | $ 54,617.28 | |
| | Lauderdale-By-The-Sea | | 0.022807611325% | $ 4,447.48 | | $ 3,421.14 | | $ 2,394.80 | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lauderdale Lakes | | 0.062625150435% | $ | 12,211.90 | | $ | 9,393.77 | | $ | 6,575.64 | |
| | Lauderhill | | 0.144382838130% | $ | 28,154.65 | | $ | 21,657.43 | | $ | 15,160.20 | |
| | Lazy Lake | | 0.000021788977% | $ | 4.25 | | $ | 3.27 | | $ | 2.29 | |
| | Lighthouse Point | | 0.029131861803% | $ | 5,680.71 | | $ | 4,369.78 | | $ | 3,058.85 | |
| | Margate | | 0.143683775129% | $ | 28,018.34 | | $ | 21,552.57 | | $ | 15,086.80 | |
| | Miramar | | 0.279280208419% | $ | 54,459.64 | | $ | 41,892.03 | | $ | 29,324.42 | |
| | North Lauderdale | | 0.066069624496% | $ | 12,883.58 | | $ | 9,910.44 | | $ | 6,937.31 | |
| | Oakland Park | | 0.100430840699% | $ | 19,584.01 | | $ | 15,064.63 | | $ | 10,545.24 | |
| | Ocean Breeze | | 0.005381877237% | $ | 1,049.47 | | $ | 807.28 | | $ | 565.10 | |
| | Parkland | | 0.045804060448% | $ | 8,931.79 | | $ | 6,870.61 | | $ | 4,809.43 | |
| | Pembroke Park | | 0.024597938908% | $ | 4,796.60 | | $ | 3,689.69 | | $ | 2,582.78 | |
| | Pembroke Pines | | 0.462832363603% | $ | 90,252.31 | | $ | 69,424.85 | | $ | 48,597.40 | |
| | Plantation | | 0.213918725664% | $ | 41,714.15 | | $ | 32,087.81 | | $ | 22,461.47 | |
| | Pompano Beach | | 0.335472163493% | $ | 65,417.07 | | $ | 50,320.82 | | $ | 35,224.58 | |
| | Sea Ranch Lakes | | 0.005024174870% | $ | 979.71 | | $ | 753.63 | | $ | 527.54 | |
| | Southwest Ranches | | 0.025979723178% | $ | 5,066.05 | | $ | 3,896.96 | | $ | 2,727.87 | |
| | Sunrise | | 0.286071106146% | $ | 55,783.87 | | $ | 42,910.67 | | $ | 30,037.47 | |
| | Tamarac | | 0.134492458472% | $ | 26,226.03 | | $ | 20,173.87 | | $ | 14,121.71 | |
| | Weston | | 0.138637811283% | $ | 27,034.37 | | $ | 20,795.67 | | $ | 14,556.97 | |
| | West Park | | 0.029553115352% | $ | 5,762.86 | | $ | 4,432.97 | | $ | 3,103.08 | |
| | Wilton Manors | | 0.031630331127% | $ | 6,167.91 | | $ | 4,744.55 | | $ | 3,321.18 | |
| Calhoun | | 0.047127740781% | | | | $ 21,443.12 | | | $ 16,494.71 | | | $ 11,546.30 |
| | Calhoun County | | 0.038866087128% | $ | 7,578.89 | | $ | 5,829.91 | | $ | 4,080.94 | |
| | Altha | | 0.000366781107% | $ | 71.52 | | $ | 55.02 | | $ | 38.51 | |
| | Blountstown | | 0.007896688293% | $ | 1,539.85 | | $ | 1,184.50 | | $ | 829.15 | |
| Charlotte | | 0.737346233376% | | | | $ 335,492.54 | | | $ 258,071.18 | | | $ 180,649.83 |
| | Charlotte County | | 0.690225755587% | $ | 134,594.02 | | $ | 103,533.86 | | $ | 72,473.70 | |
| | Punta Gorda | | 0.047120477789% | $ | 9,188.49 | | $ | 7,068.07 | | $ | 4,947.65 | |
| Citrus | | 0.969645776606% | | | | $ 441,188.83 | | | $ 339,376.02 | | | $ 237,563.22 |
| | Citrus County | | 0.929715661117% | $ | 181,294.55 | | $ | 139,457.35 | | $ | 97,620.14 | |
| | Crystal River | | 0.021928789266% | $ | 4,276.11 | | $ | 3,289.32 | | $ | 2,302.52 | |
| | Inverness | | 0.018001326222% | $ | 3,510.26 | | $ | 2,700.20 | | $ | 1,890.14 | |
| Clay | | 1.193429461456% | | | | $ 543,010.40 | | | $ 417,700.31 | | | $ 292,390.22 |
| | Clay County | | 1.055764891131% | $ | 205,874.15 | | $ | 158,364.73 | | $ | 110,855.31 | |
| | Green Cove Springs | | 0.057762577142% | $ | 11,263.70 | | $ | 8,664.39 | | $ | 6,065.07 | |
| | Keystone Heights | | 0.000753535443% | $ | 146.94 | | $ | 113.03 | | $ | 79.12 | |
| | Orange Park | | 0.078589207339% | $ | 15,324.90 | | $ | 11,788.38 | | $ | 8,251.87 | |
| | Penney Farms | | 0.000561066149% | $ | 109.41 | | $ | 84.16 | | $ | 58.91 | |
| Collier | | 1.551333376427% | | | | $ 705,856.69 | | | $ 542,966.68 | | | $ 380,076.68 |
| | Collier County | | 1.354673336030% | $ | 264,161.30 | | $ | 203,201.00 | | $ | 142,240.70 | |
| | Everglades | | 0.000148891341% | $ | 29.03 | | $ | 22.33 | | $ | 15.63 | |
| | Marco Island | | 0.062094952003% | $ | 12,108.52 | | $ | 9,314.24 | | $ | 6,519.97 | |
| | Naples | | 0.134416197054% | $ | 26,211.16 | | $ | 20,162.43 | | $ | 14,113.70 | |
| Columbia | | 0.446781150792% | | | | $ 203,285.42 | | | $ 156,373.40 | | | $ 109,461.38 |
| | Columbia County | | 0.341887201373% | $ | 66,668.00 | | $ | 51,283.08 | | $ | 35,898.16 | |
| | Fort White | | 0.000236047247% | $ | 46.03 | | $ | 35.41 | | $ | 24.78 | |
| | Lake City | | 0.104659717920% | $ | 20,408.64 | | $ | 15,698.96 | | $ | 10,989.27 | |
| DeSoto | | 0.113640407802% | | | | $ 51,706.39 | | | $ 39,774.14 | | | $ 27,841.90 |
| | DeSoto County | | 0.096884684746% | $ | 18,892.51 | | $ | 14,532.70 | | $ | 10,172.89 | |
| | Arcadia | | 0.016755723056% | $ | 3,267.37 | | $ | 2,513.36 | | $ | 1,759.35 | |
| Dixie | | 0.103744580900% | | | | $ 47,203.78 | | | $ 36,310.60 | | | $ 25,417.42 |
| | Dixie County | | 0.098822087921% | $ | 19,270.31 | | $ | 14,823.31 | | $ | 10,376.32 | |
| | Cross City | | 0.004639236282% | $ | 904.65 | | $ | 695.89 | | $ | 487.12 | |
| | Horseshoe Beach | | 0.000281440949% | $ | 54.88 | | $ | 42.22 | | $ | 29.55 | |
| Duval | | 5.434975156935% | | | | $ 2,472,913.70 | | | $ 1,902,241.30 | | | $ 1,331,568.91 |
| | Jacksonville | | 5.270570064997% | $ | 1,027,761.16 | | $ | 790,585.51 | | $ | 553,409.86 | |
| | Atlantic Beach | | 0.038891507601% | $ | 7,583.84 | | $ | 5,833.73 | | $ | 4,083.61 | |
| | Baldwin | | 0.002251527589% | $ | 439.05 | | $ | 337.73 | | $ | 236.41 | |
| | Jacksonville Beach | | 0.100447182431% | $ | 19,587.20 | | $ | 15,067.08 | | $ | 10,546.95 | |
| | Neptune Beach | | 0.022814874318% | $ | 4,448.90 | | $ | 3,422.23 | | $ | 2,395.56 | |
| Escambia | | 1.341634449244% | | | | $ 610,443.67 | | | $ 469,572.06 | | | $ 328,700.44 |
| | Escambia County | | 1.005860871574% | $ | 196,142.87 | | $ | 150,879.13 | | $ | 105,615.39 | |
| | Century | | 0.005136751249% | $ | 1,001.67 | | $ | 770.51 | | $ | 539.36 | |
| | Pensacola | | 0.330636826421% | $ | 64,474.18 | | $ | 49,595.52 | | $ | 34,716.87 | |
| Flagler | | 0.389864712244% | | | | $ 177,388.44 | | | $ 136,452.65 | | | $ 95,516.85 |
| | Flagler Counry | | 0.279755934409% | $ | 54,552.41 | | $ | 41,963.39 | | $ | 29,374.37 | |
| | Beverly Beach | | 0.000154338585% | $ | 30.10 | | $ | 23.15 | | $ | 16.21 | |
| | Bunnell | | 0.009501809575% | $ | 1,852.85 | | $ | 1,425.27 | | $ | 997.69 | |
| | Flagler Beach | | 0.015482883669% | $ | 3,019.16 | | $ | 2,322.43 | | $ | 1,625.70 | |
| | Marineland | | 0.000114392127% | $ | 22.31 | | $ | 17.16 | | $ | 12.01 | |
| | Palm Coast | | 0.084857169626% | $ | 16,547.15 | | $ | 12,728.58 | | $ | 8,910.00 | |
| Franklin | | 0.049911282550% | | | | $ 22,709.63 | | | $ 17,468.95 | | | $ 12,228.26 |
| | Franklin County | | 0.046254365966% | $ | 9,019.60 | | $ | 6,938.15 | | $ | 4,856.71 | |
| | Apalachicola | | 0.001768538606% | $ | 344.87 | | $ | 265.28 | | $ | 185.70 | |
| | Carabelle | | 0.001888377978% | $ | 368.23 | | $ | 283.26 | | $ | 198.28 | |
| Gadsden | | 0.123656074077% | | | | $ 56,263.51 | | | $ 43,279.63 | | | $ 30,295.74 |
| | Gadsden County | | 0.090211810642% | $ | 17,591.30 | | $ | 13,531.77 | | $ | 9,472.24 | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | Chattahoochee | | 0.004181667772% | $ 815.43 | | $ 627.25 | | $ 439.08 | | | |
| | Greensboro | | 0.000492067723% | $ 95.95 | | $ 73.81 | | $ 51.67 | | | |
| | Gretna | | 0.002240633101% | $ 436.92 | | $ 336.09 | | $ 235.27 | | | |
| | Havana | | 0.005459954403% | $ 1,064.69 | | $ 818.99 | | $ 573.30 | | | |
| | Midway | | 0.001202025213% | $ 234.39 | | $ 180.30 | | $ 126.21 | | | |
| | Quincy | | 0.019867915223% | $ 3,874.24 | | $ 2,980.19 | | $ 2,086.13 | | | |
| Gilchrist | | 0.064333769355% | | | $ 29,271.87 | | $ 22,516.82 | | $ 15,761.77 | | |
| | Gilchrist County | | 0.061274233881% | $ 11,948.48 | | $ 9,191.14 | | $ 6,433.79 | | | |
| | Bell | | 0.000099866143% | $ 19.47 | | $ 14.98 | | $ 10.49 | | | |
| | Fanning Springs | | 0.000388570084% | $ 75.77 | | $ 58.29 | | $ 40.80 | | | |
| | Trenton | | 0.002571099247% | $ 501.36 | | $ 385.66 | | $ 269.97 | | | |
| Glades | | 0.040612836758% | | | $ 18,478.84 | | $ 14,214.49 | | $ 9,950.15 | | |
| | Glades County | | 0.040420367464% | $ 7,881.97 | | $ 6,063.06 | | $ 4,244.14 | | | |
| | Moore Haven | | 0.000192469294% | $ 37.53 | | $ 28.87 | | $ 20.21 | | | |
| Gulf | | 0.059914238588% | | | $ 27,260.98 | | $ 20,969.98 | | $ 14,678.99 | | |
| | Gulf County | | 0.054715751905% | $ 10,669.57 | | $ 8,207.36 | | $ 5,745.15 | | | |
| | Port St. Joe | | 0.004817179591% | $ 939.35 | | $ 722.58 | | $ 505.80 | | | |
| | Wewahitchka | | 0.000381307092% | $ 74.35 | | $ 57.20 | | $ 40.04 | | | |
| Hamilton | | 0.047941195910% | | | $ 21,813.24 | | $ 16,779.42 | | $ 11,745.59 | | |
| | Hamilton County | | 0.038817061931% | $ 7,569.33 | | $ 5,822.56 | | $ 4,075.79 | | | |
| | Jasper | | 0.004869836285% | $ 949.62 | | $ 730.48 | | $ 511.33 | | | |
| | Jennings | | 0.002623755940% | $ 511.63 | | $ 393.56 | | $ 275.49 | | | |
| | White Springs | | 0.001630541754% | $ 317.96 | | $ 244.58 | | $ 171.21 | | | |
| Hardee | | 0.067110048132% | | | $ 30,535.07 | | $ 23,488.52 | | $ 16,441.96 | | |
| | Hardee County | | 0.058100306280% | $ 11,329.56 | | $ 8,715.05 | | $ 6,100.53 | | | |
| | Bowling Green | | 0.001797590575% | $ 350.53 | | $ 269.64 | | $ 188.75 | | | |
| | Wauchula | | 0.006667426860% | $ 1,300.15 | | $ 1,000.11 | | $ 700.08 | | | |
| | Zolfo Springs | | 0.000544724417% | $ 106.22 | | $ 81.71 | | $ 57.20 | | | |
| Hendry | | 0.144460915297% | | | $ 65,729.72 | | $ 50,561.32 | | $ 35,392.92 | | |
| | Hendry County | | 0.122147187443% | $ 23,818.70 | | $ 18,322.08 | | $ 12,825.45 | | | |
| | Clewiston | | 0.017589151414% | $ 3,429.88 | | $ 2,638.37 | | $ 1,846.86 | | | |
| | LaBelle | | 0.004724576440% | $ 921.29 | | $ 708.69 | | $ 496.08 | | | |
| Hernando | | 1.510075949110% | | | $ 687,084.56 | | $ 528,526.58 | | $ 369,968.61 | | |
| | Hernando County | | 1.447521612849% | $ 282,266.71 | | $ 217,128.24 | | $ 151,989.77 | | | |
| | Brooksville | | 0.061319627583% | $ 11,957.33 | | $ 9,197.94 | | $ 6,438.56 | | | |
| | Weeki Wachee | | 0.001234708678% | $ 240.77 | | $ 185.21 | | $ 129.64 | | | |
| Highlands | | 0.357188510237% | | | $ 162,520.77 | | $ 125,015.98 | | $ 87,511.19 | | |
| | Highlands County | | 0.287621754986% | $ 56,086.24 | | $ 43,143.26 | | $ 30,200.28 | | | |
| | Avon Park | | 0.025829016090% | $ 5,036.66 | | $ 3,874.35 | | $ 2,712.05 | | | |
| | Lake Placid | | 0.005565267790% | $ 1,085.23 | | $ 834.79 | | $ 584.35 | | | |
| | Sebring | | 0.038172471371% | $ 7,443.63 | | $ 5,725.87 | | $ 4,008.11 | | | |
| Hillsborough | | 8.710984113657% | | | $ 3,963,497.77 | | $ 3,048,844.44 | | $ 2,134,191.11 | | |
| | Hillsborough County | | 6.523111204400% | $ 1,272,006.68 | | $ 978,466.68 | | $ 684,926.68 | | | |
| | Plant City | | 0.104218491142% | $ 20,322.61 | | $ 15,632.77 | | $ 10,942.94 | | | |
| | Tampa | | 1.975671881253% | $ 385,256.02 | | $ 296,350.78 | | $ 207,445.55 | | | |
| | Temple Terrace | | 0.107980721113% | $ 21,056.24 | | $ 16,197.11 | | $ 11,337.98 | | | |
| Holmes | | 0.081612427851% | | | $ 37,133.65 | | $ 28,564.35 | | $ 19,995.04 | | |
| | Holmes County | | 0.066805002459% | $ 13,026.98 | | $ 10,020.75 | | $ 7,014.53 | | | |
| | Bonifay | | 0.006898026863% | $ 1,345.12 | | $ 1,034.70 | | $ 724.29 | | | |
| | Esto | | 0.006269778036% | $ 1,222.61 | | $ 940.47 | | $ 658.33 | | | |
| | Noma | | 0.001278286631% | $ 249.27 | | $ 191.74 | | $ 134.22 | | | |
| | Ponce de Leon | | 0.000179759057% | $ 35.05 | | $ 26.96 | | $ 18.87 | | | |
| | Westville | | 0.000179759057% | $ 35.05 | | $ 26.96 | | $ 18.87 | | | |
| Indian River | | 0.753076058781% | | | $ 342,649.61 | | $ 263,576.62 | | $ 184,503.63 | | |
| | Indian River County | | 0.623571460217% | $ 121,596.43 | | $ 93,535.72 | | $ 65,475.00 | | | |
| | Fellsmere | | 0.004917045734% | $ 958.82 | | $ 737.56 | | $ 516.29 | | | |
| | Indian River shores | | 0.025322422382% | $ 4,937.87 | | $ 3,798.36 | | $ 2,658.85 | | | |
| | Orchid | | 0.000306861421% | $ 59.84 | | $ 46.03 | | $ 32.22 | | | |
| | Sebastian | | 0.038315915467% | $ 7,471.60 | | $ 5,747.39 | | $ 4,023.17 | | | |
| | Vero Beach | | 0.060642353558% | $ 11,825.26 | | $ 9,096.35 | | $ 6,367.45 | | | |
| Jackson | | 0.158936058795% | | | $ 72,315.91 | | $ 55,627.62 | | $ 38,939.33 | | |
| | Jackson County | | 0.075213731704% | $ 14,666.68 | | $ 11,282.06 | | $ 7,897.44 | | | |
| | Alford | | 0.000303229925% | $ 59.13 | | $ 45.48 | | $ 31.84 | | | |
| | Bascom | | 0.000061735434% | $ 12.04 | | $ 9.26 | | $ 6.48 | | | |
| | Campbellton | | 0.001648699234% | $ 321.50 | | $ 247.30 | | $ 173.11 | | | |
| | Cottondale | | 0.001093080329% | $ 213.15 | | $ 163.96 | | $ 114.77 | | | |
| | Graceville | | 0.002794436257% | $ 544.92 | | $ 419.17 | | $ 293.42 | | | |
| | Grandridge | | 0.000030867717% | $ 6.02 | | $ 4.63 | | $ 3.24 | | | |
| | Greenwood | | 0.001292812616% | $ 252.10 | | $ 193.92 | | $ 135.75 | | | |
| | Jacob City | | 0.000481173235% | $ 93.83 | | $ 72.18 | | $ 50.52 | | | |
| | Malone | | 0.000092603151% | $ 18.06 | | $ 13.89 | | $ 9.72 | | | |
| | Marianna | | 0.073519638768% | $ 14,336.33 | | $ 11,027.95 | | $ 7,719.56 | | | |
| | Sneads | | 0.002404050426% | $ 468.79 | | $ 360.61 | | $ 252.43 | | | |
| Jefferson | | 0.040821647784% | | | $ 18,573.85 | | $ 14,287.58 | | $ 10,001.30 | | |
| | Jefferson County | | 0.037584169001% | $ 7,328.91 | | $ 5,637.63 | | $ 3,946.34 | | | |
| | Monticello | | 0.003237478783% | $ 631.31 | | $ 485.62 | | $ 339.94 | | | |
| Lafayette | | 0.031911772076% | | | $ 14,519.86 | | $ 11,169.12 | | $ 7,818.38 | | |

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|---|---|---|---|---|---|---|---|---|---|---|
| | Lafayette County | | 0.031555885457% | $ 6,153.40 | | $ 4,733.38 | | $ 3,313.37 | | |
| | Mayo | | 0.000355886619% | $ 69.40 | | $ 53.38 | | $ 37.37 | | |
| Lake | | 1.139211224519% | | | $ 518,341.11 | | $ 398,723.93 | | $ 279,106.75 | |
| | Lake County | | 0.757453827343% | $ 147,703.50 | | $ 113,618.07 | | $ 79,532.65 | | |
| | Astatula | | 0.002727253579% | $ 531.81 | | $ 409.09 | | $ 286.36 | | |
| | Clermont | | 0.075909163209% | $ 14,802.29 | | $ 11,386.37 | | $ 7,970.46 | | |
| | Eustis | | 0.041929254098% | $ 8,176.20 | | $ 6,289.39 | | $ 4,402.57 | | |
| | Fruitland Park | | 0.008381493024% | $ 1,634.39 | | $ 1,257.22 | | $ 880.06 | | |
| | Groveland | | 0.026154034992% | $ 5,100.04 | | $ 3,923.11 | | $ 2,746.17 | | |
| | Howey-In-The-Hills | | 0.002981458307% | $ 581.38 | | $ 447.22 | | $ 313.05 | | |
| | Lady Lake | | 0.025048244426% | $ 4,884.41 | | $ 3,757.24 | | $ 2,630.07 | | |
| | Leesburg | | 0.091339390185% | $ 17,811.18 | | $ 13,700.91 | | $ 9,590.64 | | |
| | Mascotte | | 0.011415608025% | $ 2,226.04 | | $ 1,712.34 | | $ 1,198.64 | | |
| | Minneola | | 0.016058475803% | $ 3,131.40 | | $ 2,408.77 | | $ 1,686.14 | | |
| | Montverde | | 0.001347285057% | $ 262.72 | | $ 202.09 | | $ 141.46 | | |
| | Mount Dora | | 0.041021380070% | $ 7,999.17 | | $ 6,153.21 | | $ 4,307.24 | | |
| | Tavares | | 0.031820984673% | $ 6,205.09 | | $ 4,773.15 | | $ 3,341.20 | | |
| | Umatilla | | 0.005623371728% | $ 1,096.56 | | $ 843.51 | | $ 590.45 | | |
| Lee | | 3.3253718833599% | | | $ 1,513,044.21 | | $ 1,163,880.16 | | $ 814,716.11 | |
| | Lee County | | 2.115268407509% | $ 412,477.34 | | $ 317,290.26 | | $ 222,103.18 | | |
| | Bonita Springs | | 0.017374893143% | $ 3,388.10 | | $ 2,606.23 | | $ 1,824.36 | | |
| | Cape Coral | | 0.714429677167% | $ 139,313.79 | | $ 107,164.45 | | $ 75,015.12 | | |
| | Estero | | 0.012080171813% | $ 2,355.63 | | $ 1,812.03 | | $ 1,268.42 | | |
| | Fort Myers | | 0.431100350585% | $ 84,064.57 | | $ 64,665.05 | | $ 45,265.54 | | |
| | Fort Myers Beach | | 0.000522935440% | $ 101.97 | | $ 78.44 | | $ 54.91 | | |
| | Sanibel | | 0.034595447702% | $ 6,746.11 | | $ 5,189.32 | | $ 3,632.52 | | |
| Leon | | 0.897199244939% | | | $ 408,225.66 | | $ 314,019.74 | | $ 219,813.82 | |
| | Leon County | | 0.471201146391% | $ 91,884.22 | | $ 70,680.17 | | $ 49,476.12 | | |
| | Tallahassee | | 0.425998098549% | $ 83,069.63 | | $ 63,899.71 | | $ 44,729.80 | | |
| Levy | | 0.251192401748% | | | $ 114,292.54 | | $ 87,917.34 | | $ 61,542.14 | |
| | Levy County | | 0.200131750679% | $ 39,025.69 | | $ 30,019.76 | | $ 21,013.83 | | |
| | Bronson | | 0.005701448894% | $ 1,111.78 | | $ 855.22 | | $ 598.65 | | |
| | Cedar Key | | 0.005180329202% | $ 1,010.16 | | $ 777.05 | | $ 543.93 | | |
| | Chiefland | | 0.015326729337% | $ 2,988.71 | | $ 2,299.01 | | $ 1,609.31 | | |
| | Fanning Springs | | 0.000808007885% | $ 157.56 | | $ 121.20 | | $ 84.84 | | |
| | Inglis | | 0.004976965420% | $ 970.51 | | $ 746.54 | | $ 522.58 | | |
| | Otter Creek | | 0.000408543312% | $ 79.67 | | $ 61.28 | | $ 42.90 | | |
| | Williston | | 0.017774357715% | $ 3,466.00 | | $ 2,666.15 | | $ 1,866.31 | | |
| | Yankeetown | | 0.000884269303% | $ 172.43 | | $ 132.64 | | $ 92.85 | | |
| Liberty | | 0.019399452225% | | | $ 8,826.75 | | $ 6,789.81 | | $ 4,752.87 | |
| | Liberty County | | 0.019303217578% | $ 3,764.13 | | $ 2,895.48 | | $ 2,026.84 | | |
| | Bristol | | 0.000096234647% | $ 18.77 | | $ 14.44 | | $ 10.10 | | |
| Madison | | 0.063540287455% | | | $ 28,910.83 | | $ 22,239.10 | | $ 15,567.37 | |
| | Madison County | | 0.053145129837% | $ 10,363.30 | | $ 7,971.77 | | $ 5,580.24 | | |
| | Greenville | | 0.000110760631% | $ 21.60 | | $ 16.61 | | $ 11.63 | | |
| | Lee | | 0.000019973229% | $ 3.89 | | $ 3.00 | | $ 2.10 | | |
| | Madison | | 0.010264423758% | $ 2,001.56 | | $ 1,539.66 | | $ 1,077.76 | | |
| Manatee | | 2.721323346235% | | | $ 1,238,202.12 | | $ 952,463.17 | | $ 666,724.22 | |
| | Manatee County | | 2.201647174006% | $ 429,321.20 | | $ 330,247.08 | | $ 231,172.95 | | |
| | Anna Maria | | 0.009930326116% | $ 1,936.41 | | $ 1,489.55 | | $ 1,042.68 | | |
| | Bradenton | | 0.379930754632% | $ 74,086.50 | | $ 56,989.61 | | $ 39,892.73 | | |
| | Bradenton Beach | | 0.014012127744% | $ 2,732.36 | | $ 2,101.82 | | $ 1,471.27 | | |
| | Holmes Beach | | 0.028038781473% | $ 5,467.56 | | $ 4,205.82 | | $ 2,944.07 | | |
| | Longboat Key | | 0.034895046131% | $ 6,804.53 | | $ 5,234.26 | | $ 3,663.98 | | |
| | Palmetto | | 0.052869136132% | $ 10,309.48 | | $ 7,930.37 | | $ 5,551.26 | | |
| Marion | | 1.701176168960% | | | $ 774,035.16 | | $ 595,411.66 | | $ 416,788.16 | |
| | Marion County | | 1.303728892837% | $ 254,227.13 | | $ 195,559.33 | | $ 136,891.53 | | |
| | Belleview | | 0.009799592256% | $ 1,910.92 | | $ 1,469.94 | | $ 1,028.96 | | |
| | Dunnellon | | 0.018400790795% | $ 3,588.15 | | $ 2,760.12 | | $ 1,932.08 | | |
| | McIntosh | | 0.000145259844% | $ 28.33 | | $ 21.79 | | $ 15.25 | | |
| | Ocala | | 0.368994504094% | $ 71,953.93 | | $ 55,349.18 | | $ 38,744.42 | | |
| | Reddick | | 0.000107129135% | $ 20.89 | | $ 16.07 | | $ 11.25 | | |
| Martin | | 0.869487298116% | | | $ 395,616.72 | | $ 304,320.55 | | $ 213,024.39 | |
| | Martin County | | 0.750762795758% | $ 146,398.75 | | $ 112,614.42 | | $ 78,830.09 | | |
| | Jupiter Island | | 0.020873839646% | $ 4,070.40 | | $ 3,131.08 | | $ 2,191.75 | | |
| | Ocean Breeze Park | | 0.008270732393% | $ 1,612.79 | | $ 1,240.61 | | $ 868.43 | | |
| | Sewall's Point | | 0.008356072551% | $ 1,629.43 | | $ 1,253.41 | | $ 877.39 | | |
| | Stuart | | 0.081223857767% | $ 15,838.65 | | $ 12,183.58 | | $ 8,528.51 | | |
| Miami-Dade | | 5.232119784173% | | | $ 2,380,614.50 | | $ 1,831,241.92 | | $ 1,281,869.35 | |
| | Miami-Dade County | | 4.282797675552% | $ 835,145.55 | | $ 642,419.65 | | $ 449,693.76 | | |
| | Aventura | | 0.024619727885% | $ 4,800.85 | | $ 3,692.96 | | $ 2,585.07 | | |
| | Bal Harbour | | 0.010041086747% | $ 1,958.01 | | $ 1,506.16 | | $ 1,054.31 | | |
| | Bay Harbor Islands | | 0.004272455175% | $ 833.13 | | $ 640.87 | | $ 448.61 | | |
| | Biscayne Park | | 0.001134842535% | $ 221.29 | | $ 170.23 | | $ 119.16 | | |
| | Coral Gables | | 0.071780152131% | $ 13,997.13 | | $ 10,767.02 | | $ 7,536.92 | | |
| | Cutler Bay | | 0.009414653668% | $ 1,835.86 | | $ 1,412.20 | | $ 988.54 | | |
| | Doral | | 0.013977628531% | $ 2,725.64 | | $ 2,096.64 | | $ 1,467.65 | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | El Portal | | 0.000924215760% | $ 180.22 | | $ 138.63 | | $ 97.04 | |
| | Florida City | | 0.003929278792% | $ 766.21 | | $ 589.39 | | $ 412.57 | |
| | Golden Beach | | 0.002847092951% | $ 555.18 | | $ 427.06 | | $ 298.94 | |
| | Hialeah | | 0.098015895785% | $ 19,113.10 | | $ 14,702.38 | | $ 10,291.67 | |
| | Hialeah Gardens | | 0.005452691411% | $ 1,063.27 | | $ 817.90 | | $ 572.53 | |
| | Homestead | | 0.024935668046% | $ 4,862.46 | | $ 3,740.35 | | $ 2,618.25 | |
| | Indian Creek | | 0.002543863026% | $ 496.05 | | $ 381.58 | | $ 267.11 | |
| | Key Biscayne | | 0.013683477346% | $ 2,668.28 | | $ 2,052.52 | | $ 1,436.77 | |
| | Medley | | 0.008748274131% | $ 1,705.91 | | $ 1,312.24 | | $ 918.57 | |
| | Miami | | 0.292793005448% | $ 57,094.64 | | $ 43,918.95 | | $ 30,743.27 | |
| | Miami Beach | | 0.181409572478% | $ 35,374.87 | | $ 27,211.44 | | $ 19,048.01 | |
| | Miami Gardens | | 0.040683650932% | $ 7,933.31 | | $ 6,102.55 | | $ 4,271.78 | |
| | Miami Lakes | | 0.007836768608% | $ 1,528.17 | | $ 1,175.52 | | $ 822.86 | |
| | Miami Shores | | 0.006287935516% | $ 1,226.15 | | $ 943.19 | | $ 660.23 | |
| | Miami Springs | | 0.006169911893% | $ 1,203.13 | | $ 925.49 | | $ 647.84 | |
| | North Bay Village | | 0.005160355974% | $ 1,006.27 | | $ 774.05 | | $ 541.84 | |
| | North Miami | | 0.030379280717% | $ 5,923.96 | | $ 4,556.89 | | $ 3,189.82 | |
| | North Miami Beach | | 0.030391990953% | $ 5,926.44 | | $ 4,558.80 | | $ 3,191.16 | |
| | Opa-locka | | 0.007847663096% | $ 1,530.29 | | $ 1,177.15 | | $ 824.00 | |
| | Palmetto Bay | | 0.007404620570% | $ 1,443.90 | | $ 1,110.69 | | $ 777.49 | |
| | Pinecrest | | 0.008296152866% | $ 1,617.75 | | $ 1,244.42 | | $ 871.10 | |
| | South Miami | | 0.007833137111% | $ 1,527.46 | | $ 1,174.97 | | $ 822.48 | |
| | Sunny Isles Beach | | 0.007693324511% | $ 1,500.20 | | $ 1,154.00 | | $ 807.80 | |
| | Surfside | | 0.004869836285% | $ 949.62 | | $ 730.48 | | $ 511.33 | |
| | Sweetwater | | 0.004116300842% | $ 802.68 | | $ 617.45 | | $ 432.21 | |
| | Virginia Gardens | | 0.001172973244% | $ 228.73 | | $ 175.95 | | $ 123.16 | |
| | West Miami | | 0.002654623657% | $ 517.65 | | $ 398.19 | | $ 278.74 | |
| Monroe | | 0.476388738585% | | | $ 216,756.88 | | $ 166,736.06 | | $ 116,715.24 |
| | Monroe County | | 0.330124785469% | $ 64,374.33 | | $ 49,518.72 | | $ 34,663.10 | |
| | Islamorada | | 0.022357305808% | $ 4,359.67 | | $ 3,353.60 | | $ 2,347.52 | |
| | Key Colony Beach | | 0.004751812661% | $ 926.60 | | $ 712.77 | | $ 498.94 | |
| | Key West | | 0.088087385417% | $ 17,177.04 | | $ 13,213.11 | | $ 9,249.18 | |
| | Layton | | 0.000150707089% | $ 29.39 | | $ 22.61 | | $ 15.82 | |
| | Marathon | | 0.030916742141% | $ 6,028.76 | | $ 4,637.51 | | $ 3,246.26 | |
| Nassau | | 0.476933463002% | | | $ 217,004.73 | | $ 166,926.71 | | $ 116,848.70 |
| | Nassau County | | 0.392706357951% | $ 76,577.74 | | $ 58,905.95 | | $ 41,234.17 | |
| | Callahan | | 0.000225152759% | $ 43.90 | | $ 33.77 | | $ 23.64 | |
| | Fernandina Beach | | 0.083159445195% | $ 16,216.09 | | $ 12,473.92 | | $ 8,731.74 | |
| | Hillard | | 0.000842507098% | $ 164.29 | | $ 126.38 | | $ 88.46 | |
| Okaloosa | | 0.819212865955% | | | $ 372,741.85 | | $ 286,724.50 | | $ 200,707.15 |
| | Okaloosa County | | 0.612059617545% | $ 119,351.63 | | $ 91,808.94 | | $ 64,266.26 | |
| | Cinco Bayou | | 0.000733562214% | $ 143.04 | | $ 110.03 | | $ 77.02 | |
| | Crestview | | 0.070440130066% | $ 13,735.83 | | $ 10,566.02 | | $ 7,396.21 | |
| | Destin | | 0.014678507281% | $ 2,862.31 | | $ 2,201.78 | | $ 1,541.24 | |
| | Fort Walton Beach | | 0.077837487644% | $ 15,178.31 | | $ 11,675.62 | | $ 8,172.94 | |
| | Laurel Hill | | 0.000079892914% | $ 15.58 | | $ 11.98 | | $ 8.39 | |
| | Mary Esther | | 0.009356549730% | $ 1,824.53 | | $ 1,403.48 | | $ 982.44 | |
| | Niceville | | 0.021745398713% | $ 4,240.35 | | $ 3,261.81 | | $ 2,283.27 | |
| | Shalimar | | 0.001824826796% | $ 355.84 | | $ 273.72 | | $ 191.61 | |
| | Valparaiso | | 0.010456893052% | $ 2,039.09 | | $ 1,568.53 | | $ 1,097.97 | |
| Okeechobee | | 0.353495278692% | | | $ 160,840.35 | | $ 123,723.35 | | $ 86,606.34 |
| | Okeechobee County | | 0.314543851405% | $ 61,336.05 | | $ 47,181.58 | | $ 33,027.10 | |
| | Okeechobee | | 0.038951427287% | $ 7,595.53 | | $ 5,842.71 | | $ 4,089.90 | |
| Orange | | 4.671028214546% | | | $ 2,125,317.84 | | $ 1,634,859.88 | | $ 1,144,401.91 |
| | Orange County | | 3.063330386979% | $ 597,349.43 | | $ 459,499.56 | | $ 321,649.69 | |
| | Apopka | | 0.097215150892% | $ 18,956.95 | | $ 14,582.27 | | $ 10,207.59 | |
| | Bay Lake | | 0.023566594013% | $ 4,595.49 | | $ 3,534.99 | | $ 2,474.49 | |
| | Belle Isle | | 0.010798253686% | $ 2,105.66 | | $ 1,619.74 | | $ 1,133.82 | |
| | Eatonville | | 0.008325204835% | $ 1,623.41 | | $ 1,248.78 | | $ 874.15 | |
| | Edgewood | | 0.009716067845% | $ 1,894.63 | | $ 1,457.41 | | $ 1,020.19 | |
| | Lake Buena Vista | | 0.010355211161% | $ 2,019.27 | | $ 1,553.28 | | $ 1,087.30 | |
| | Maitland | | 0.046728276209% | $ 9,112.01 | | $ 7,009.24 | | $ 4,906.47 | |
| | Oakland | | 0.005429086686% | $ 1,058.67 | | $ 814.36 | | $ 570.05 | |
| | Ocoee | | 0.066599822928% | $ 12,986.97 | | $ 9,989.97 | | $ 6,992.98 | |
| | Orlando | | 1.160248481490% | $ 226,248.45 | | $ 174,037.27 | | $ 121,826.09 | |
| | Windemere | | 0.007548064667% | $ 1,471.87 | | $ 1,132.21 | | $ 792.55 | |
| | Winter Garden | | 0.056264584996% | $ 10,971.59 | | $ 8,439.69 | | $ 5,907.78 | |
| | Winter Park | | 0.104903028159% | $ 20,456.09 | | $ 15,735.45 | | $ 11,014.82 | |
| Osceola | | 1.073452092940% | | | $ 488,420.70 | | $ 375,708.23 | | $ 262,995.76 |
| | Osceola County | | 0.837248691390% | $ 163,263.49 | | $ 125,587.30 | | $ 87,911.11 | |
| | Kissimmee | | 0.162366006872% | $ 31,661.37 | | $ 24,354.90 | | $ 17,048.43 | |
| | St. Cloud | | 0.073837394678% | $ 14,398.29 | | $ 11,075.61 | | $ 7,752.93 | |
| Palm Beach | | 8.601594372053% | | | $ 3,913,725.44 | | $ 3,010,558.03 | | $ 2,107,390.62 |
| | Palm Beach County | | 5.552548475026% | $ 1,082,746.95 | | $ 832,882.27 | | $ 583,017.59 | |
| | Atlantis | | 0.018751230169% | $ 3,656.49 | | $ 2,812.68 | | $ 1,968.88 | |
| | Belle Glade | | 0.020828445945% | $ 4,061.55 | | $ 3,124.27 | | $ 2,186.99 | |
| | Boca Raton | | 0.472069073961% | $ 92,053.47 | | $ 70,810.36 | | $ 49,567.25 | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | Boynton Beach | | 0.306498271771% | $ | 59,767.16 | | $ | 45,974.74 | | $ | 32,182.32 | |
| | Briny Breezes | | 0.003257452012% | $ | 635.20 | | $ | 488.62 | | $ | 342.03 | |
| | Cloud Lake | | 0.000188837798% | $ | 36.82 | | $ | 28.33 | | $ | 19.83 | |
| | Delray Beach | | 0.351846579457% | $ | 68,610.08 | | $ | 52,776.99 | | $ | 36,943.89 | |
| | Glen Ridge | | 0.000526566694% | $ | 10.27 | | $ | 7.90 | | $ | 5.53 | |
| | Golf | | 0.004283349663% | $ | 835.25 | | $ | 642.50 | | $ | 449.75 | |
| | Greenacres | | 0.076424835657% | $ | 14,902.84 | | $ | 11,463.73 | | $ | 8,024.61 | |
| | Gulf Stream | | 0.010671151322% | $ | 2,080.87 | | $ | 1,600.67 | | $ | 1,120.47 | |
| | Haverhill | | 0.001084001589% | $ | 211.38 | | $ | 162.60 | | $ | 113.82 | |
| | Highland Beach | | 0.032510968934% | $ | 6,339.64 | | $ | 4,876.65 | | $ | 3,413.65 | |
| | Hypoluxo | | 0.005153092982% | $ | 1,004.85 | | $ | 772.96 | | $ | 541.07 | |
| | Juno Beach | | 0.016757538804% | $ | 3,267.72 | | $ | 2,513.63 | | $ | 1,759.54 | |
| | Jupiter Island | | 0.125466374888% | $ | 24,465.94 | | $ | 18,819.96 | | $ | 13,173.97 | |
| | Jupiter Inlet Colony | | 0.005276563849% | $ | 1,028.93 | | $ | 791.48 | | $ | 554.04 | |
| | Lake Clarke Shores | | 0.007560774903% | $ | 1,474.35 | | $ | 1,134.12 | | $ | 793.88 | |
| | Lake Park | | 0.029433275980% | $ | 5,739.49 | | $ | 4,414.99 | | $ | 3,090.49 | |
| | Lake Worth | | 0.117146617298% | $ | 22,843.59 | | $ | 17,571.99 | | $ | 12,300.39 | |
| | Lantana | | 0.024507151505% | $ | 4,778.89 | | $ | 3,676.07 | | $ | 2,573.25 | |
| | Loxahatchee Groves | | 0.002531152789% | $ | 493.57 | | $ | 379.67 | | $ | 265.77 | |
| | Manalapan | | 0.021632822333% | $ | 4,218.40 | | $ | 3,244.92 | | $ | 2,271.45 | |
| | Mangonia Park | | 0.010696571795% | $ | 2,085.83 | | $ | 1,604.49 | | $ | 1,123.14 | |
| | North Palm Beach | | 0.044349646256% | $ | 8,648.18 | | $ | 6,652.45 | | $ | 4,656.71 | |
| | Ocean Ridge | | 0.012786497807% | $ | 2,493.37 | | $ | 1,917.97 | | $ | 1,342.58 | |
| | Pahokee | | 0.004018250447% | $ | 783.56 | | $ | 602.74 | | $ | 421.92 | |
| | Palm Beach | | 0.185476848123% | $ | 36,167.99 | | $ | 27,821.53 | | $ | 19,475.07 | |
| | Palm Beach Gardens | | 0.233675880257% | $ | 45,566.80 | | $ | 35,051.38 | | $ | 24,535.97 | |
| | Palm Beach Shores | | 0.014135598612% | $ | 2,756.44 | | $ | 2,120.34 | | $ | 1,484.24 | |
| | Palm Springs | | 0.038021764282% | $ | 7,414.24 | | $ | 5,703.26 | | $ | 3,992.29 | |
| | Riviera Beach | | 0.163617057282% | $ | 31,905.33 | | $ | 24,542.56 | | $ | 17,179.79 | |
| | Royal Palm Beach | | 0.049295743959% | $ | 9,612.67 | | $ | 7,394.36 | | $ | 5,176.05 | |
| | South Bay | | 0.001830274040% | $ | 356.90 | | $ | 274.54 | | $ | 192.18 | |
| | South Palm Beach | | 0.005866681967% | $ | 1,144.00 | | $ | 880.00 | | $ | 616.00 | |
| | Tequesta | | 0.031893614595% | $ | 6,219.25 | | $ | 4,784.04 | | $ | 3,348.83 | |
| | Wellington | | 0.050183644758% | $ | 9,785.81 | | $ | 7,527.55 | | $ | 5,269.28 | |
| | West Palm Beach | | 0.549265602541% | $ | 107,106.79 | | $ | 82,389.84 | | $ | 57,672.89 | |
| Pasco | | 4.692087260494% | | | | $ 2,134,899.70 | | | $ 1,642,230.54 | | | $ 1,149,561.38 |
| | Pasco County | | 4.319205239813% | $ | 842,245.02 | | $ | 647,880.79 | | $ | 453,516.55 | |
| | Dade City | | 0.055819726723% | $ | 10,884.85 | | $ | 8,372.96 | | $ | 5,861.07 | |
| | New Port Richey | | 0.149879107494% | $ | 29,226.43 | | $ | 22,481.87 | | $ | 15,737.31 | |
| | Port Richey | | 0.049529975458% | $ | 9,658.35 | | $ | 7,429.50 | | $ | 5,200.65 | |
| | San Antonio | | 0.002189792155% | $ | 427.01 | | $ | 328.47 | | $ | 229.93 | |
| | St. Leo | | 0.002790804761% | $ | 544.21 | | $ | 418.62 | | $ | 293.03 | |
| | Zephyrhills | | 0.112672614089% | $ | 21,971.16 | | $ | 16,900.89 | | $ | 11,830.62 | |
| Pinellas | | 7.934889816777% | | | | $ 3,610,374.87 | | | $ 2,777,211.44 | | | $ 1,944,048.01 |
| | Pinellas County | | 4.546593184553% | $ | 886,585.67 | | $ | 681,988.98 | | $ | 477,392.28 | |
| | Belleair | | 0.018095745121% | $ | 3,528.67 | | $ | 2,714.36 | | $ | 1,900.05 | |
| | Belleair Beach | | 0.004261560686% | $ | 831.00 | | $ | 639.23 | | $ | 447.46 | |
| | Belleair Bluffs | | 0.007502670965% | $ | 1,463.02 | | $ | 1,125.40 | | $ | 787.78 | |
| | Belleair Shore | | 0.000439411029% | $ | 85.69 | | $ | 65.91 | | $ | 46.14 | |
| | Clearwater | | 0.633863120196% | $ | 123,603.31 | | $ | 95,079.47 | | $ | 66,555.63 | |
| | Dunedin | | 0.102440873796% | $ | 19,975.97 | | $ | 15,366.13 | | $ | 10,756.29 | |
| | Gulfport | | 0.047893986460% | $ | 9,339.33 | | $ | 7,184.10 | | $ | 5,028.87 | |
| | Indian Rocks Beach | | 0.008953453662% | $ | 1,745.92 | | $ | 1,343.02 | | $ | 940.11 | |
| | Indian Shores | | 0.011323004874% | $ | 2,207.99 | | $ | 1,698.45 | | $ | 1,188.92 | |
| | Kenneth City | | 0.017454786058% | $ | 3,403.68 | | $ | 2,618.22 | | $ | 1,832.75 | |
| | Largo | | 0.374192990777% | $ | 72,967.63 | | $ | 56,128.95 | | $ | 39,290.26 | |
| | Madeira Beach | | 0.022616957779% | $ | 4,410.31 | | $ | 3,392.54 | | $ | 2,374.78 | |
| | North Reddington Beach | | 0.003820333909% | $ | 744.97 | | $ | 573.05 | | $ | 401.14 | |
| | Oldsmar | | 0.039421706033% | $ | 7,687.23 | | $ | 5,913.26 | | $ | 4,139.28 | |
| | Pinellas Park | | 0.251666311991% | $ | 49,074.93 | | $ | 37,749.95 | | $ | 26,424.96 | |
| | Redington Beach | | 0.003611522882% | $ | 704.25 | | $ | 541.73 | | $ | 379.21 | |
| | Redington Shores | | 0.006451352841% | $ | 1,258.01 | | $ | 967.70 | | $ | 677.39 | |
| | Safety Harbor | | 0.038061710740% | $ | 7,422.03 | | $ | 5,709.26 | | $ | 3,996.48 | |
| | Seminole | | 0.095248695748% | $ | 18,573.50 | | $ | 14,287.30 | | $ | 10,001.11 | |
| | South Pasadena | | 0.029968921656% | $ | 5,843.94 | | $ | 4,495.34 | | $ | 3,146.74 | |
| | St. Pete Beach | | 0.071791046619% | $ | 13,999.25 | | $ | 10,768.66 | | $ | 7,538.06 | |
| | St. Petersburg | | 1.456593090134% | $ | 284,035.65 | | $ | 218,488.96 | | $ | 152,942.27 | |
| | Tarpon Springs | | 0.101970595050% | $ | 19,884.27 | | $ | 15,295.59 | | $ | 10,706.91 | |
| | Treasure Island | | 0.040652783215% | $ | 7,927.29 | | $ | 6,097.92 | | $ | 4,268.54 | |
| Polk | | 2.150483025298% | | | | $ 978,469.78 | | | $ 752,669.06 | | | $ 526,868.34 |
| | Polk County | | 1.558049828484% | $ | 303,819.72 | | $ | 233,707.47 | | $ | 163,595.23 | |
| | Auburndale | | 0.028636162584% | $ | 5,584.05 | | $ | 4,295.42 | | $ | 3,006.80 | |
| | Bartow | | 0.043971970660% | $ | 8,574.53 | | $ | 6,595.80 | | $ | 4,617.06 | |
| | Davenport | | 0.005305615818% | $ | 1,034.60 | | $ | 795.84 | | $ | 557.09 | |
| | Dundee | | 0.005597951255% | $ | 1,091.60 | | $ | 839.69 | | $ | 587.78 | |
| | Eagle Lake | | 0.002580177987% | $ | 503.13 | | $ | 387.03 | | $ | 270.92 | |
| | Fort Meade | | 0.007702403251% | $ | 1,501.97 | | $ | 1,155.36 | | $ | 808.75 | |

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|---|---|---|---|---|---|---|---|---|---|---|
| | Frostproof | | 0.0058576032 27% | $ 1,142.23 | | $ 878.64 | | $ 615.05 | | |
| | Haines City | | 0.0479847738 63% | $ 9,357.03 | | $ 7,197.72 | | $ 5,038.40 | | |
| | Highland Park | | 0.0000635511 82% | $ 12.39 | | $ 9.53 | | $ 6.67 | | |
| | Hillcrest Heights | | 0.0000054472 44% | $ 1.06 | | $ 0.82 | | $ 0.57 | | |
| | Lake Alfred | | 0.0074899607 29% | $ 1,460.54 | | $ 1,123.49 | | $ 786.45 | | |
| | Lake Hamilton | | 0.0025402315 30% | $ 495.35 | | $ 381.03 | | $ 266.72 | | |
| | Lakeland | | 0.2948756684 68% | $ 57,500.76 | | $ 44,231.35 | | $ 30,961.95 | | |
| | Lake Wales | | 0.0362931721 34% | $ 7,077.17 | | $ 5,443.98 | | $ 3,810.78 | | |
| | Mulberry | | 0.0054145607 02% | $ 1,055.84 | | $ 812.18 | | $ 568.53 | | |
| | Polk City | | 0.0010803700 93% | $ 210.67 | | $ 162.06 | | $ 113.44 | | |
| | Winter Haven | | 0.0970335760 87% | $ 18,921.55 | | $ 14,555.04 | | $ 10,188.53 | | |
| Putnam | | 0.3848931940 68% | | | $ 175,126.40 | | $ 134,712.62 | | $ 94,298.83 | |
| | Putnam County | | 0.3292259901 82% | $ 64,199.07 | | $ 49,383.90 | | $ 34,568.73 | | |
| | Crescent City | | 0.0055616362 94% | $ 1,084.52 | | $ 834.25 | | $ 583.97 | | |
| | Interlachen | | 0.0018774834 89% | $ 366.11 | | $ 281.62 | | $ 197.14 | | |
| | Palatka | | 0.0469552447 16% | $ 9,156.27 | | $ 7,043.29 | | $ 4,930.30 | | |
| | Pomona Park | | 0.0003794913 44% | $ 74.00 | | $ 56.92 | | $ 39.85 | | |
| | Welaka | | 0.0008933480 43% | $ 174.20 | | $ 134.00 | | $ 93.80 | | |
| Santa Rosa | | 0.7012673195 13% | | | $ 319,076.63 | | $ 245,443.56 | | $ 171,810.49 | |
| | Santa Rosa County | | 0.5925239842 16% | $ 115,542.18 | | $ 88,878.60 | | $ 62,215.02 | | |
| | Gulf Breeze | | 0.0619515079 06% | $ 12,080.54 | | $ 9,292.73 | | $ 6,504.91 | | |
| | Jay | | 0.0001597858 29% | $ 31.16 | | $ 23.97 | | $ 16.78 | | |
| | Milton | | 0.0466320415 62% | $ 9,093.25 | | $ 6,994.81 | | $ 4,896.36 | | |
| Sarasota | | 2.8050438575 79% | | | $ 1,276,294.96 | | $ 981,765.35 | | $ 687,235.75 | |
| | Sarasota County | | 1.9243152632 51% | $ 375,241.48 | | $ 288,647.29 | | $ 202,053.10 | | |
| | Longboat Key | | 0.0444894588 56% | $ 8,675.44 | | $ 6,673.42 | | $ 4,671.39 | | |
| | North Port | | 0.2096117712 77% | $ 40,874.30 | | $ 31,441.77 | | $ 22,009.24 | | |
| | Sarasota | | 0.4842799796 35% | $ 94,434.60 | | $ 72,642.00 | | $ 50,849.40 | | |
| | Venice | | 0.1423473845 60% | $ 27,757.74 | | $ 21,352.11 | | $ 14,946.48 | | |
| Seminole | | 2.1411482645 44% | | | $ 974,222.46 | | $ 749,401.89 | | $ 524,581.32 | |
| | Seminole County | | 1.5086941648 39% | $ 294,195.36 | | $ 226,304.12 | | $ 158,412.89 | | |
| | Altamonte Springs | | 0.0813055664 30% | $ 15,854.59 | | $ 12,195.83 | | $ 8,537.08 | | |
| | Casselberry | | 0.0800345427 91% | $ 15,606.74 | | $ 12,005.18 | | $ 8,403.63 | | |
| | Lake Mary | | 0.0797676278 27% | $ 15,554.69 | | $ 11,965.14 | | $ 8,375.60 | | |
| | Longwood | | 0.0617100134 15% | $ 12,033.45 | | $ 9,256.50 | | $ 6,479.55 | | |
| | Oviedo | | 0.1031308580 57% | $ 20,110.52 | | $ 15,469.63 | | $ 10,828.74 | | |
| | Sanford | | 0.1642434903 62% | $ 32,027.48 | | $ 24,636.52 | | $ 17,245.57 | | |
| | Winter Springs | | 0.0622620008 24% | $ 12,141.09 | | $ 9,339.30 | | $ 6,537.51 | | |
| St. Johns | | 0.7103333495 54% | | | $ 323,201.67 | | $ 248,616.67 | | $ 174,031.67 | |
| | St. Johns County | | 0.6563348181 31% | $ 127,985.29 | | $ 98,450.22 | | $ 68,915.16 | | |
| | Hastings | | 0.0000108944 88% | $ 2.12 | | $ 1.63 | | $ 1.14 | | |
| | Marineland | | 0.0000000000 00% | $ - | | $ - | | $ - | | |
| | St. Augustine | | 0.0465103864 42% | $ 9,069.53 | | $ 6,976.56 | | $ 4,883.59 | | |
| | St. Augustine Beach | | 0.0074772504 93% | $ 1,458.06 | | $ 1,121.59 | | $ 785.11 | | |
| St. Lucie | | 1.5066278435 52% | | | $ 685,515.67 | | $ 527,319.75 | | $ 369,123.82 | |
| | St. Lucie County | | 0.9561565843 02% | $ 186,450.53 | | $ 143,423.49 | | $ 100,396.44 | | |
| | Fort Pierce | | 0.1595352556 54% | $ 31,109.37 | | $ 23,930.29 | | $ 16,751.20 | | |
| | Port St. Lucie | | 0.3908034534 89% | $ 76,206.67 | | $ 58,620.52 | | $ 41,034.36 | | |
| | St. Lucie Village | | 0.0001325496 08% | $ 25.85 | | $ 19.88 | | $ 13.92 | | |
| Sumter | | 0.3263988704 59% | | | $ 148,511.49 | | $ 114,239.60 | | $ 79,967.72 | |
| | Sumter County | | 0.3022730260 46% | $ 58,943.24 | | $ 45,340.95 | | $ 31,738.67 | | |
| | Bushnell | | 0.0066075071 74% | $ 1,288.46 | | $ 991.13 | | $ 693.79 | | |
| | Center Hill | | 0.0013127858 44% | $ 255.99 | | $ 196.92 | | $ 137.84 | | |
| | Coleman | | 0.0007480881 99% | $ 145.88 | | $ 112.21 | | $ 78.55 | | |
| | Webster | | 0.0014235464 76% | $ 277.59 | | $ 213.53 | | $ 149.47 | | |
| | Wildwood | | 0.0140339167 21% | $ 2,736.61 | | $ 2,105.09 | | $ 1,473.56 | | |
| Suwannee | | 0.1910148796 92% | | | $ 86,911.77 | | $ 66,855.21 | | $ 46,798.65 | |
| | Suwannee County | | 0.1610278005 55% | $ 31,400.42 | | $ 24,154.17 | | $ 16,907.92 | | |
| | Branford | | 0.0009296630 04% | $ 181.28 | | $ 139.45 | | $ 97.61 | | |
| | Live Oak | | 0.0290574161 32% | $ 5,666.20 | | $ 4,358.61 | | $ 3,051.03 | | |
| Taylor | | 0.0921818972 82% | | | $ 41,942.76 | | $ 32,263.66 | | $ 22,584.56 | |
| | Taylor County | | 0.0699698513 19% | $ 13,644.12 | | $ 10,495.48 | | $ 7,346.83 | | |
| | Perry | | 0.0222120459 63% | $ 4,331.35 | | $ 3,331.81 | | $ 2,332.26 | | |
| Union | | 0.0651563032 24% | | | $ 29,646.12 | | $ 22,804.71 | | $ 15,963.29 | |
| | Union County | | 0.0636292591 09% | $ 12,407.71 | | $ 9,544.39 | | $ 6,681.07 | | |
| | Lake Butler | | 0.0013981260 03% | $ 272.63 | | $ 209.72 | | $ 146.80 | | |
| | Raiford | | 0.0000127102 36% | $ 2.48 | | $ 1.91 | | $ 1.33 | | |
| | Worthington Springs | | 0.0001162078 76% | $ 22.66 | | $ 17.43 | | $ 12.20 | | |
| Volusia | | 3.1303296744 80% | | | $ 1,424,300.00 | | $ 1,095,615.39 | | $ 766,930.77 | |
| | Volusia County | | 1.7085753422 87% | $ 333,172.19 | | $ 256,286.30 | | $ 179,400.41 | | |
| | Daytona Beach | | 0.4475564752 12% | $ 87,273.51 | | $ 67,133.47 | | $ 46,993.43 | | |
| | Daytona Beach Shores | | 0.0397430934 39% | $ 7,749.90 | | $ 5,961.46 | | $ 4,173.02 | | |
| | DeBary | | 0.0352836162 15% | $ 6,880.31 | | $ 5,292.54 | | $ 3,704.78 | | |
| | DeLand | | 0.0989836894 98% | $ 19,301.82 | | $ 14,847.55 | | $ 10,393.29 | | |
| | Deltona | | 0.1993291900 38% | $ 38,869.19 | | $ 29,899.38 | | $ 20,929.56 | | |
| | Edgewater | | 0.0580422023 43% | $ 11,318.23 | | $ 8,706.33 | | $ 6,094.43 | | |
| | Flagler Beach | | 0.0002233370 11% | $ 43.55 | | $ 33.50 | | $ 23.45 | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | Holly Hill | | 0.031615805143% | $ 6,165.08 | | $ 4,742.37 | | $ 3,319.66 | | | |
| | Lake Helen | | 0.004918861482% | $ 959.18 | | $ 737.83 | | $ 516.48 | | | |
| | New Smyrna Beach | | 0.104065968306% | $ 20,292.86 | | $ 15,609.90 | | $ 10,926.93 | | | |
| | Oak Hill | | 0.004820811087% | $ 940.06 | | $ 723.12 | | $ 506.19 | | | |
| | Orange City | | 0.033562287058% | $ 6,544.65 | | $ 5,034.34 | | $ 3,524.04 | | | |
| | Ormond Beach | | 0.114644516477% | $ 22,355.68 | | $ 17,196.68 | | $ 12,037.67 | | | |
| | Pierson | | 0.002333236251% | $ 454.98 | | $ 349.99 | | $ 244.99 | | | |
| | Ponce Inlet | | 0.023813535748% | $ 4,643.64 | | $ 3,572.03 | | $ 2,500.42 | | | |
| | Port Orange | | 0.177596501562% | $ 34,631.32 | | $ 26,639.48 | | $ 18,647.63 | | | |
| | South Daytona | | 0.045221205323% | $ 8,818.14 | | $ 6,783.18 | | $ 4,748.23 | | | |
| Wakulla | | 0.115129321208% | | | $ 52,383.84 | | $ 40,295.26 | | $ 28,206.68 | | |
| | Wakulla County | | 0.114953193647% | $ 22,415.87 | | $ 17,242.98 | | $ 12,070.09 | | | |
| | Sopchoppy | | 0.000107129135% | $ 20.89 | | $ 16.07 | | $ 11.25 | | | |
| | St. Marks | | 0.000068998426% | $ 13.45 | | $ 10.35 | | $ 7.24 | | | |
| Walton | | 0.268558216151% | | | $ 122,193.99 | | $ 93,995.38 | | $ 65,796.76 | | |
| | Walton County | | 0.224268489581% | $ 43,732.36 | | $ 33,640.27 | | $ 23,548.19 | | | |
| | DeFuniak Springs | | 0.017057137234% | $ 3,326.14 | | $ 2,558.57 | | $ 1,791.00 | | | |
| | Freeport | | 0.003290135477% | $ 641.58 | | $ 493.52 | | $ 345.46 | | | |
| | Paxton | | 0.023942453860% | $ 4,668.78 | | $ 3,591.37 | | $ 2,513.96 | | | |
| Washington | | 0.120124444109% | | | $ 54,656.62 | | $ 42,043.56 | | $ 29,430.49 | | |
| | Washington County | | 0.104908475404% | $ 20,457.15 | | $ 15,736.27 | | $ 11,015.39 | | | |
| | Caryville | | 0.001401757499% | $ 273.34 | | $ 210.26 | | $ 147.18 | | | |
| | Chipley | | 0.012550450560% | $ 2,447.34 | | $ 1,882.57 | | $ 1,317.80 | | | |
| | Ebro | | 0.000221521263% | $ 43.20 | | $ 33.23 | | $ 23.26 | | | |
| | Vernon | | 0.000361333863% | $ 70.46 | | $ 54.20 | | $ 37.94 | | | |
| | Wausau | | 0.000680905521% | $ 132.78 | | $ 102.14 | | $ 71.50 | | | |
| | | 100.00% | 100.00% | $ 19,500,000.00 | $ 45,500,000.00 | $ 15,000,000.00 | $ 35,000,000.00 | $ 10,500,000.00 | $ 24,500,000.00 | | |

**PURDUE PHARMA L.P.**

# ABATEMENT PLAN TERM SHEET

## SUMMARY OF TERMS AND CONDITIONS

## THIS TERM SHEET DOES NOT CONSTITUTE (NOR SHALL IT BE CONSTRUED AS) AN OFFER, AGREEMENT OR COMMITMENT[1]

| Issue | Description |
|---|---|
| **1. APPLICABILITY OF AGREEMENT** | These terms (once agreed) shall apply to the allocation of value received under, and shall be incorporated into, any plan of reorganization (the "**Chapter 11 Plan**") in the chapter 11 cases of Purdue Pharma L.P. and its affiliates (collectively, "**Purdue**") pending in the U.S. Bankruptcy Court for the Southern District of New York (the "**Bankruptcy Court**") between the states, territories and the District of Columbia (each a "**State**") on the one hand, each county, city, town, parish, village, municipality that functions as a political subdivision under State law, or a governmental entity that has the authority to bring Drug Dealer Liability Act ("**DDLA Claims**") under State law (collectively, the "**Local Governments**"), and each federally recognized Native American, Native Alaskan or American Indian Tribe (each a "**Tribe**") on the other. |
| **2. PURPOSE** | Virtually all creditors and the Court itself in the Purdue bankruptcy recognize the need and value in developing a comprehensive abatement strategy to address the opioid crisis as the most effective use of the funds that can be derived from the Purdue estate (including without limitation insurance proceeds and, if included in the Chapter 11 Plan, payments by third-parties seeking releases). Because of the unique impact the crisis has had throughout all regions of the country, and as repeatedly recognized by Judge Drain, division of a substantial portion of the bankruptcy estate should occur through an established governmental structure, with the use of such funds strictly limited to abatement purposes as provided herein.[2] |

[1] As a condition to participating in this abatement structure, the settlements that the states of Kentucky and Oklahoma separately entered into with Purdue must be taken into account in any allocation to them or flowing through them. Potential adjustments may include a different Government Participation Mechanism structure for the disbursement of funds to benefit Local Governments in those states or some redirection of funds, which would still be used solely for abatement purposes.

[2] *See, e.g.*, Hrg. Tr at 149:22-150:5 (Oct. 11, 2019)(' **"**I would hope that those public health steps, once the difficult allocation issues that the parties have addressed here, can be largely left up to the states and municipalities so that they can use their own unique knowledge about their own citizens and how to address them. It may be that some states think it's more of a law enforcement issue, i.e. interdicting illegal opioids at this point. Others may think education is more important. Others may think treatment is more important."); *id.* At 175:24-176:6 ("I also think, and again, I didn't say this lightly, that my hope in the allocation process is that there would be an understanding between the states and the municipalities and localities throughout the whole process that[,] subject to general guidelines on how the money should be used, specific ways to use it would be left up to the states and the municipalities, with guidance from the states primarily."); Hr'g Tr. At 165:3-165:14 (Nov. 19, 2019) ("I continue to believe that the states play a major role in [the allocation] process. The role I'm envisioning for them is not one where they say we get everything.

| Issue | Description |
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| | This approach recognizes that funding abatement efforts – which would benefit most creditors and the public by reducing future effects of the crisis through treatment and other programs – is a much more efficient use of limited funds than dividing thin slices among all creditors with no obligation to use it to abate the opioid crisis. Because maximizing abatement of the opioid crisis requires coordination of efforts by all levels of government, particularly when the abatement needs far exceed the available funds, this structure requires a collaborative process between each State and its Local Governments. This Term Sheet is intended to establish the mechanisms for distribution and allocation of funds to States, Local Governments and Tribes (the "**Abatement Funds**") to be incorporated into the Chapter 11 Plan and any order approving the Chapter 11 Plan (**Abatement Funds** net of the portion thereof allocated to a Tribal Abatement Fund under Section 5 hereof are referred to herein as "**Public Funds**"). The parties agree that 100% of the Public Funds distributed under the Chapter 11 Plan shall be used to abate the opioid crisis. Specifically, (i) no less than ninety five percent (95%)of the Public Funds distributed under the Chapter 11 Plan shall be used for abatement of the opioid crisis by funding opioid or substance use disorder related projects or programs that fall within the list of uses in **Schedule B** (the "**Approved Opioid Abatement Uses**"); (ii) priority shall be given to the core abatement strategies ("**Core Strategies**") as identified on **Schedule A**; and (iii) no more than five percent (5%) of the Public Funds may be used to fund expenses incurred in administering the distributions for the Approved Opioid Abatement Uses, including the process of selecting programs to receive distributions of **Public Funds** for implementing those programs and in connection with the Government Participation Mechanism[3] (**"Allowed Administrative Expenses**," and together with the **Approved Opioid Abatement Uses**, "**Approved Uses**").[4] Notwithstanding anything in this term sheet that might imply to the contrary, projects or programs that constitute **Approved Opioid Abatement Uses** may be provided by States, State agencies, Local Governments, Local Government agencies or nongovernmental parties and funded from Public Funds. |
| **3. GENERAL NOTES** | The governmental entities maintain that the most beneficial and efficient use of limited bankruptcy funds is to dedicate as large a portion as possible to abatement programs addressing the opioid crisis. If this |

I think that should be clear and I think it is clear to them. But, rather, where they act – in the best principles of federalism, for their state, the coordinator for the victims in their state."); Hr'g Tr. at 75:19-76:1 (Jan. 24, 2020) ("Even if there ultimately is an allocation here – and there's not a deal now, obviously, at this point on a plan. But if there is an allocation that leaves a substantial amount of the Debtors' value to the states and territories, one of the primary benefits of a bankruptcy case is that the plan can lock in, perhaps only in general ways, but perhaps more in specific ways, how the states use that money . . . .").

[3] Capitalized terms not defined where first used shall have the meanings later ascribed to them in this Term Sheet.

[4] Nothing in this term sheet is intended to, nor does it, limit or permit the ability of funds from the Purdue estate (other than Public Funds) to be used to pay for legal fees and expenses incurred in anticipation of or during Purdue's chapter 11 case, or once confirmed, in implementing the Chapter 11 Plan.

| Issue | Description |
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| | approach is taken, the governmental entities involved in the mediation – states, territories, tribes, counties, cities and others – would commit the Public Funds allocated to them to such future abatement, in lieu of direct payment for their claims.<br><br>a. Resolution of States' and Local Governments' claims under this model presumes signoff by and support of the federal government, including an agreement that the federal government will also forego its past damages claims. Continued coordination with the federal government therefore is necessary as this model is finalized.<br><br>b. This outline addresses the allocation of Abatement Funds among governmental entities to provide abatement programs to the public for the benefit of not only the governmental entities and their constituents, but also a substantial number of other creditors. The States and Local Governments welcome other, private-side creditor groups to enter discussions concerning how such creditors may participate in, contribute to and/or benefit from the government-funded abatement programs contemplated herein in lieu of direct payment on their claims for past damages.<br><br>c. In addition to providing abatement services, it is understood that, if their claims are to be released in a reorganization plan, a portion of the Purdue estate will also need to be dedicated to personal injury claimants. A proposal regarding such claims is being developed separately.<br><br>d. All **Public Funds** distributed from the Purdue bankruptcy estate as part of this abatement structure shall be used only for such **Approved Uses**. Compliance with these requirements shall be verified through reporting, as set out in Section 8. This outline and the terms herein are intended to apply solely to the use and allocation of Public Funds in the Purdue Chapter 11 Plan, and do not apply to the use or allocation of funds made available as the result of judgments against or settlements with any party other than those released as part of the Chapter 11 Plan. |
| **4. DISBURSEMENT OF FUNDS** | **Disbursement of Abatement Funds**<br><br>The Bankruptcy Court shall appoint [a third-party administrator ("**Administrator**")] [Trustee(s)] who will perform the ministerial task of overseeing distribution of all Abatement Funds, which will consist of all assets transferred to such fund by way of the confirmed Chapter 11 Plan, and any, growth, earnings, or revenues from such assets, as well as proceeds from any future sale of such assets. The [Administrator] [Trustees] shall distribute the Abatement Fund consistent with the Chapter 11 Plan and shall provide to the Bankruptcy Court an annual report on such distributions.<br><br>[Points to be addressed regarding disbursements: |

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| Issue | Description |
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| | • Trigger and timing for disbursements.<br>• Insert details to show how these funds shall be distributed for abatement uses and that the funds will not flow into the state general revenue accounts (unless constitutionally required and, in that event, the funds shall still be disbursed for abatement uses as required by the terms of the document), including possible distribution to state points of contact and block grant recipients.<br>• Possible creation of template document for Abatement Funds distribution requests.<br>• If trust mechanism is employed, trust location and governing law.] |
| **5. ATTORNEYS' FEES AND COSTS FUND** | A separate fund will be established for attorneys' fees and litigation costs in the final bankruptcy plan. Agreement by the parties to this Abatement Plan Term Sheet is contingent upon the establishment of this fund and the details of the fund, which are subject to further negotiation, including without limitation the participants, amount, jurisdiction, oversight, and administration. Participation in an abatement program, receipt of abatement services or benefits will not affect, and specific percentages in the abatement structure received by various parties will not determine, the amount of fees and costs that may be recovered. |
| **6. TRIBAL ABATEMENT FUNDING** | a. [X%] of the **Abatement Funds** will be allocated to a Tribal Abatement Fund and these funds will not be a part of the structure involving abatement programs funded by state and local governments.<br>b. The Tribes are working on their proposal for allocation among Tribes, which would be included as part of the overall abatement plan.<br>c. The Tribes will use the tribal allocation of Abatement Funds for programs on the approved list of abatement strategies (see **Schedule B**) and also for culturally appropriate activities, practices, teachings or ceremonies that are, in the judgment of a tribe or tribal health organization, aimed at or supportive of remediation and abatement of the opioid crisis within a tribal community.[5] The Tribes will have a list of representative examples of such culturally appropriate abatement strategies, practices and programs which is attached as **Schedule [ ]**. The separate allocation of abatement funding and illustrative list of culturally appropriate abatement strategies recognizes that American Indian and Alaska Native Tribes and the communities they serve possess unique cultural histories, practices, wisdom, and needs that are highly relevant to the health and well-being of American Indian and Alaska Native |

[5] [NTD: Discuss how private claimants will be treated under Tribal Allocation, if at all.]



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| Issue | Description |
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| | people and that may play an important role in both individual and public health efforts and responses in Native communities. |
| **7. DIVISION OF PUBLIC FUNDS** | **Public Funds** are allocated among the States, the District of Columbia and Territories in the percentages set forth on **Schedule C**.<br><br>Except as set forth below in section 7(C) for the District of Columbia and Territories, each State's Schedule C share shall then be allocated within the State in accordance with the following:<br><br>1. **Statewide Agreement**. Each State and its Local Governments will have until [the later of 60 days from entry of an order confirming the Chapter 11 Plan or the Effective Date of the Chapter 11 Plan][6] (the "**Agreement Date**") to file with the Bankruptcy Court an agreed-upon allocation or method for allocating the Public Funds for that State dedicated only to Approved Uses (each a "**Statewide Abatement Agreement**" or "**SAA**"). Any State and its Local Governments that have reached agreement before the Effective Date of the Chapter 11 Plan that satisfies the metric for approval as described in the immediately following paragraph shall file a notice with the Bankruptcy Court that it has adopted a binding SAA and either include the SAA with its filing or indicate where the SAA is publicly available for the SAA to be effective for the Purdue Bankruptcy. Any dispute regarding allocation within a State will be resolved as provided by the Statewide Abatement Agreement.<br><br>A **Statewide Abatement Agreement** shall be agreed when it has been approved by the State and either (a) representatives[7] of its Local Governments whose aggregate Population Percentages, determined as set forth below, total more than Sixty Percent (60%), or (b) representatives of its Local Governments whose aggregate Population Percentages total more than fifty percent (50%) provided that these Local Governments also represent 15% or more of the State's counties or parishes (or, in the case of States whose counties and parishes that do not function as Local Governments, 15% of or more of the State's incorporated cities or towns), by number.[8] |

[6] Should there be provision for extension of the date for filing Statewide Abatement Agreement?
[7] An authorized "representative" of local, or even State, government can differ in this Term Sheet depending on the context.
[8] All references to population in this Term Sheet shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

| Issue | Description |
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| | Population Percentages shall be determined as follows:<br><br>For States with counties or parishes that function as Local Governments,[9] the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish,[10] divided by (b) 200% of the State's population. A "**Primary Incorporated Municipality**" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality The Population Percentage of each primary incorporated municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; provided that the Population Percentage of a primary incorporated municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have counties or parishes that function as Local Governments, the Population Percentage of each incorporated municipality (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.<br><br>The Statewide Abatement Agreement will become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.<br><br>A State and its Local Governments may revise, supplement, or refine a Statewide Abatement Agreement by filing an amended Statewide Abatement Agreement that has been approved by the State and sufficient Local Governments to satisfy the approval standards set forth above with the Bankruptcy Court, which shall become effective within fourteen (14) days of filing, unless otherwise ordered by the Bankruptcy Court.<br><br>2. **Default Allocation Mechanism (excluding Territories and DC addressed below).** The **Public Funds** allocable to a State that is not party to a **Statewide Abatement Agreement** as defined in 7(1) above (each a "**Non-SAA State**") shall be allocated as between the State and its Local Governments to be |

[9] The following states do not have counties or parishes that function as Local Governments: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont [INSERT OTHERS]. All other States have counties or parishes that function as Local Governments.

[10] Discuss how to deal with cities and towns that straddle counties.



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| Issue | Description |
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| | used only for **Approved Uses**, in accordance with this Section (B) (the "**Default Allocation Mechanism**").<br><br>a. **Regions.** Except as provided in the final sentence of this paragraph, each **Non-SAA State** shall be divided into "**Regions**" as follows: (a) each **Qualifying Block Grantee** (as defined below) shall constitute a **Region**; and (b) the balance of the State shall be divided into **Regions** (such **Regions** to be designated by the State agency with primary responsibility for substance abuse disorder services employing to the maximum extent practical, existing regions established in that State for opioid abuse treatment or similar public health purposes); such non-**Qualifying Block Grantee Regions** are referred to herein as "**Standard Regions")**. The **Non-SAA States** which have populations under 4 million and do not have existing regions described in the foregoing clause (b) shall not be required to establish **Regions**;[11] such a State that does not establish **Regions** but which does contain one or more **Qualifying Block Grantees** shall be deemed to consist of one **Region** for each **Qualifying Block Grantee** and one **Standard Region** for the balance of the State.<br><br>b. **Regional Apportionment**. **Public Funds** shall be allocated to each **Non-SAA State, as defined in 7(1) above,** as (a) a **Regional Apportionment** or (b) a **Non-Regional Apportionment** based on the amount of Public Funds dispersed under a confirmed Chapter 11 Plan as follows:<br><br>i. **First $1 billion** – 70% Regional Apportionment/30% Non-Regional Apportionment<br><br>ii. **$1-$2.5 billion –** 64% Regional Apportionment /36% Non-Regional Apportionment<br><br>iii. **$2.5-$3.5 billion** – 60% Regional Apportionment /40% Non-Regional Apportionment<br><br>iv. **Above $3.5 billion** – 50% Regional Apportionment /50% Non-Regional Apportionment |

[11] To the extent they are not parties to a Statewide Abatement Agreement, the following States will qualify as a Non-SAA State that does not have to establish Regions: Connecticut, Delaware, Hawai'i, Iowa, Maine, Nevada, New Hampshire, New Mexico, Rhode Island, Vermont [INSERT OTHERS].



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| Issue | Description |
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| | c. **Qualifying Block Grantee**. A "**Qualifying Local Government**" means a county or parish (or in the cases of States that do not have counties or parishes that function as political subdivision, a city), that (a) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more and (b) has funded or otherwise manages an established, health care and/or treatment infrastructure (*e.g.*, health department or similar agency) to evaluate, award, manage and administer a Local Government Block Grant.[12] A **Qualifying Local Government** that elects to receive **Public Funds** through Local Government Block Grants is referred to herein as a **Qualifying Block Grantee**.[13]<br><br>d. **Proportionate Shares of Regional Apportionment**. As used herein, the "**Proportionate Share**" of each **Region** in each **Non-SAA State** shall be (a) for States in which counties or parishes function as Local Governments, the aggregate shares of the counties or parishes located in such **Region** under the allocation model employed in connection with the Purdue Bankruptcy (the "**Allocation Model**"),[14] divided by the aggregate shares for all counties or parishes in the State under the **Allocation Model**; and (b) for all other States, the aggregate shares of the cities and towns in that **Region** under the **Allocation Model's** intra-county allocation formula, divided by the aggregate shares for all cities and towns[15] in the State under the **Allocation Model**.<br><br>e. **Expenditure or Disbursement of Regional Apportionment**. Subject to 7(2)(i) below regarding **Allowed Administrative Expenses**, all **Regional Apportionments** shall be disbursed or expended in the form of **Local Government Block Grants** or otherwise for **Approved Opioids Abatement Uses** in the **Standard Regions** of each **Non-SAA State**. |

[12] As noted in footnote 8, the population for each State shall refer to published U. S. Census Bureau population estimates as of July 1, 2019, released March 2020, and shall remain unchanged during the term of this agreement. These estimates can currently be found at https://www.census.gov/data/datasets/time-series/demo/popest/2010s-counties-total.html

[13] [NTD: Perhaps provide for a Qualifying Political Subdivision to expand to include neighboring areas that are part of its metro area?]

[14] Need to address whether to use the Negotiation Class Allocation Model or other metric to determine Proportionate Share.

[15] Should this be all cities and towns or only primary incorporated municipalities?

| Issue | Description |
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| | f. **Qualifying Block Grantees.** Each **Qualifying Block Grantee** shall receive its **Regional Apportionment** as a block grant (a "**Local Government Block Grant**").<br><br>**Local Government Block Grants** shall be used only for **Approved Opioid Abatement Uses** by the **Qualifying Block Grantee** or for grants to organizations within its jurisdiction for **Approved Opioid Abatement Uses** and for **Allowed Administrative Expenses** in accordance with 7(2)(i) below. Where a municipality located wholly within a **Qualifying Block Grantee** would independently qualify as a block grant recipient ("**Independently Qualifying Municipality**"), the **Qualifying Block Grantee** and **Independently Qualifying Municipality** must make a substantial and good faith effort to reach agreement on use of Abatement Funds as between the qualifying jurisdictions. If the **Independently Qualifying Municipality** and the **Qualifying Block Grantee** cannot reach such an agreement on or before the **Agreement Date [or some later specified date]**, the **Qualifying Block Grantee** will receive the **Local Government Block Grant** for its full **Proportionate Share** and commit programming expenditures to the benefit of the **Independently Qualifying Municipality** in general proportion to **Proportionate Shares** (determined as provided in 7(2)(d) above) of the municipalities within the **Qualifying Block Grantee**. Notwithstanding the allocation of the Proportionate Share of each Regional Apportionment to the Qualifying Block Grantee, a Qualifying Block Grantee may choose to contribute a portion of its Proportionate Share towards a Statewide program.<br><br>g. **Standard Regions.** The portions of each **Regional Apportionment** not disbursed in the form of **Local Government Block Grants** shall be expended throughout the **Standard Regions** of each **Non-SAA State** in accordance with 95%-105% of the respective **Proportionate Shares** of such **Standard Regions**. Such expenditures will be in a manner that will best address Opioid abatement within the State as determined by the State with the input, advice and recommendations of the **Government Participation Mechanism** described in Section 8 below. This regional spending requirement may be met by delivering **Approved Opioid Abatement Use** services or programs to a **Standard Region** or its residents. Delivery of such services or programs can be |

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| | accomplished directly or indirectly through many different infrastructures and approaches, including without limitation the following:<br>i. State agencies, including local offices;<br>ii. Local governments, including local government health departments;<br>iii. State public hospital or health systems;<br>iv. Health care delivery districts;<br>v. Contracting with abatement service providers, including nonprofit and commercial entities; or<br>vi. Awarding grants to local programs.<br>h. **Expenditure or Disbursement of Public Funds Other Than Regional Apportionment**. All **Public Funds** allocable to a **Non-SAA State** that are not included in the State's **Regional Apportionment** shall be expended only on **Approved Uses**. The expenditure of such funds shall be at the direction of the State's lead agency (or other point of contact designated by the State) and may be expended on a statewide and/or localized manner, including in the manners described in herein. **Qualifying Block Grantees** will be eligible to participate in or receive the benefits of any such expenditures on the same basis as other **Regions.**<br>i. **Allowed Administrative Expenses**. **Qualifying Block Grantees** States may use up to 5% of their Non-Regional Apportionments plus 5% of the Regional Apportionment not used to fund **Local Government Block Grants,** for **Allowed Administrative Expenses**. **Qualifying Block Grantees** may use up to 5% of their **Local Government Block Grants** to fund their **Allowed Administrative Expenses.**<br>3. **Records.** The State shall maintain records of abatement expenditures and its required reporting will include data on regional expenditures so it can be verified that the Regional Distribution mechanism guarantees are being met.[16] **Qualifying Block Grantees** shall maintain records of abatement expenditures and shall provide those records periodically to their State for inclusion in the State's required periodic reporting, and shall be subject to audit consistent with State law applicable to the granting of State funds. |

[16] Additional records and reporting requirements?



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| | **(C) Allocation for Territories and the District of Columbia Only** The allocation of Public Funds within a Territory or the District of Columbia will be determined by its local legislative body [within one year of the Agreement Date ], unless that legislative body is not in session, in which case, the allocation of Public Funds shall be distributed pursuant to the direction of the Territory's or District of Columbia's executive, in consultation – to the extent applicable – with its Government Participation Mechanism [within ninety (90) days of the Agreement Date ].[17] |
| **8. GOVERNMENT PARTICIPATION MECHANISM** | In each **Non-SAA State**, as defined in 7(1) above, there shall be a process, preferably pre-existing, whereby the State shall allocate funds under the Regional Distribution mechanism only after meaningfully consulting with its respective Local Governments. Each such State shall identify its mechanism (whether be it a council, board, committee, commission, taskforce, or other efficient and transparent structure) for consulting with its respective Local Governments (the "**Government Participation Mechanism**" or "**GPM**") in a notice filed with the Bankruptcy Court identifying what GPM has been formed and describing the participation of its Local Governments in connection therewith. States may combine these notices into one or more notices for filing with the Bankruptcy Court. These notices are reviewable by the Bankruptcy Court upon the motion of any Local Government in that State asserting that no GPM has been formed.<br><br>Government Participation Mechanisms shall conform to the following:<br><br>(A) ***Composition***. For each State,<br><br>a. the State, on the one hand, and State's Local Governments, on the other hand, shall have equal representation on a GPM;<br><br>b. Local Government representation on a GPM shall be weighted in favor of the Standard Regions but can include representation from the State's Qualifying Block Grantees;<br><br>c. the GPM will be chaired by a non-voting Chairperson appointed by the State;<br><br>d. Groups formed by the States' executive or legislature may be used as a GPM, provided that the group has equal representation by the State and the State's Local Governments.[18]<br><br>Appointees should possess experience, expertise and education with respect to public health, substance abuse, and other related |

[17] Territory and DC provisions to be discussed

[18] Additional potential terms: mechanism for state and local appointment; duration of term, reimbursement of expenses.



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| | topics as is necessary to assure the effective functioning of the GPM.<br><br>(B) ***Consensus***. Members of the GPMs should attempt to reach consensus with respect to **GPM Recommendations** and other actions of the GPM. Consensus is defined in this process as a general agreement achieved by the members that reflects, from as many members as possible, their active support, support with reservations, or willingness to abide by the decision of the other members. Consensus does not require unanimity or other set threshold and may include objectors. In all events, however, actions of a GPM shall be effective if supported by at least a majority of its Members. **GPM Recommendations** and other action shall note the existence and summarize the substance of objections where requested by the objector(s).<br><br>(C) ***Proceedings***. Each GPM shall hold no fewer than four public meetings annually, to be publicized and located in a manner reasonably designed to facilitate attendance by residents throughout the State. Each GPM shall function in a manner consistent with its State's open meeting, open government or similar laws, and with the Americans with Disabilities Act. GPM members shall be subject to State conflict of interest and similar ethics in government laws.<br><br>(D) ***Consultation and Discretion***. The GPM shall be a mechanism by which the State consults with community stakeholders, including Local Governments (including those not a part of the GPM), state and local public health officials and public health advocates, in connection with opioid abatement priorities and expenditure decisions for the use of Public Funds on Approved Opioid Abatement Uses.[19]<br><br>(E) ***Recommendations***. A GPM shall make recommendations regarding specific opioid abatement priorities and expenditures for the use of Public Funds on Approved Opioid Abatement Uses to the State or the agency designated by a State for this purpose (**"GPM Recommendations**"). In carrying out its obligations to provide **GPM Recommendations,** a GPM may consider local, state and federal initiatives and activities related to education, prevention, treatment and services for individuals and families experiencing and affected by opioid use disorder; recommend priorities to address the State's opioid epidemic, which recommendations may be Statewide or specific to **Regions**; recommend Statewide or **Regional** funding with respect to specific programs or initiatives; recommend measurable outcomes to determine the effectiveness of funds expended for |

[19] Address form of consultation with non-GPM members, public hearings, etc.



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| | **Approved Opioid Abatement Uses**; monitor the level of **Allowed Administrative Expenses** expended from **Public Funds**.<br><br>The goal is for a process that produces **GPM Recommendations** that are recognized as being an efficient, evidence-based approach to abatement that addresses the State's greatest needs while also including programs reflecting particularized needs in local communities. It is anticipated that such a process, particularly given the active participation of state representatives, will inform and assist the state in making decisions about the spending of the **Public Funds**. To the extent a State chooses not to follow a **GPM Recommendation**, it will make publicly available within 14 days after the decision is made a written explanation of the reasons for its decision, and allow 7 days for the GPM to respond.<br><br>(F) ***Review***. Local Governments and States may object to an allocation or expenditure of **Public Funds (**whether a **Regional Apportionment** or **Non-Regional** Apportionment) solely on the basis that the allocation or expenditure at issue (i) is inconsistent with the provisions of Section 7(B)2 hereof with respect to the levels of **Regional Apportionments** and **Non-Regional** Apportionments; (ii) is inconsistent with the provisions of Section 7(B)(5) hereof with respect to the amounts of **Local Government Block Grants** or **Regional Apportionment** expenditures; (iii) is not for an **Approved Use,** or (iv) violates the limitations set forth herein with respect to **Allowed Administrative Fees**. The objector shall have the right to bring that objection to either (a) a court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction or be deemed to be a consent to any expanded post-confirmation jurisdiction by the Bankruptcy Court (each an "**Objection**"). If an Objection is filed within fourteen (14) days of approval of an Allocation, then no funds shall be distributed on account of the aspect of the Allocation that is the subject of the Objection until the Objection is resolved or decided by the Bankruptcy Court or State Court, as applicable. There shall be no other basis for bringing an Objection to the approval of an Allocation. |
| **8. COMPLIANCE, REPORTING, AUDIT AND ACCOUNTABILITY** | At least annually, each State shall publish on the lead State Agency's website or on its Attorney General's website a report detailing for the preceding time period, respectively (i) the amount of Public Funds received, (ii) the allocation awards approved (indicating the recipient, the |

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| | amount of the allocation, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations, to Qualifying Local Governments for Local Government Block Grants and Allowed Administrative Fees.<br><br>At least annually, each **Qualifying Block Grantee** which has elected to take a Local Government Block Grant shall publish on its lead Agency's or Local Government's website a report detailing for the preceding time period, respectively (i) the amount of **Local Government Block Grants** received, (ii) the allocation awards approved (indicating the recipient, the amount of the grant, the program to be funded and disbursement terms), and (iii) the amounts disbursed on approved allocations.<br><br>As applicable, each State or Local Government shall impose reporting requirements on each recipient to ensure that **Public Funds** are only being used for **Approved Uses**, in accordance with the terms of the allocation, and that the efficacy of the expenditure of such **Public Funds** with respect to opioids abatement can be publicly monitored and evaluated.<br><br>The expenditure and disbursement of **Public Funds** shall be subject to audit by States as follows: [details of audit scope, process, output, etc.]<br><br>(a) A court with jurisdiction within the applicable State ("**State Court**") or (b) the Bankruptcy Court if the Purdue chapter 11 case has not been closed shall have jurisdiction to enforce the terms of this agreement, and as applicable, a Statewide Abatement Agreement or Default Mechanism; provided that nothing herein is intended to expand the scope of the Bankruptcy Court's post-confirmation jurisdiction. |

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# Schedule A
## Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies ("**Core Strategies**")[, such that a minimum of __% of the [aggregate] state-level abatement distributions shall be spent on [one or more of] them annually].

A. Naloxone/Narcan

1. Expand training for first responders, EMTs, law enforcement, schools, community support groups and families; and
2. Increase distribution to non-Medicaid eligible or uninsured individuals.

B. Medication Assisted Treatment ("MAT") Distribution and other opioid-related treatment

1. Increase distribution of MAT to non-Medicaid eligible or uninsured individuals;
2. Provide MAT services to youth and education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Non-MAT treatment, including addition and expansion of services for managing withdrawal and related systems such as detox, residential, hospitalization, intensive outpatient, outpatient, recovery housing, and treatment facilities.

C. Pregnant & Postpartum Women

1. Expand Screening, Brief Intervention, and Referral to Treatment ("SBIRT") services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder ("OUD") and other Substance Use Disorder ("SUD")/Mental Health disorders from 60 days postpartum to 12 months (post-Medicaid coverage); and
3. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare.

D. Expanding Treatment for Neonatal Abstinence Syndrome

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

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E. Expansion of Warm Hand-off Programs and Recovery Services

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or other polysubstance abuse problems;
4. Provide comprehensive wrap-around services to individuals in recovery including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers to facilitate expansions above.

F. Treatment for Incarcerated Population

1. Provide evidence-based treatment and recovery support including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails that currently have or had detox units to treat inmates with OUD.

G. Prevention Programs

1. Funding for media campaigns to prevent opioid use (similar to the FDA's "Real Cost" campaign to prevent youth from misusing tobacco);
2. Funding for school-based prevention programs, beyond education about MAT mentioned above, including evidence-based school-wide programs;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding for additional city police officers/county sheriffs to specifically address OUD and opioid-related ODs.

H. Expanding Syringe Service Programs

1. Provide comprehensive syringe exchange services programs with more wrap-around services including treatment information.

I. Evidence based data collection and research analyzing the effectiveness of the abatement strategies within the State.

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# Schedule B
## Approved Uses[20]

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

## A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.

2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, including but not limited to:
    a. Medication-Assisted Treatment (MAT);
    b. Abstinence-based treatment;
    c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
    d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions; or
    e. Evidence-informed residential services programs, as noted below.

3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.

4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing and low threshold approaches to treatment.

5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with

[20] [NTD: Discuss expanded list of Approved Uses to be included. Discuss "self-executing" function based on additional information received from NCSG.]



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OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.

6. Treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, including medical detox, referral to treatment, or connections to other services or supports.

8. Training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.

9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.

11. Scholarships and supports for certified addiction counselors and other mental and behavioral health providers involved in addressing OUD any co-occurring SUD/MH conditions, including but not limited to training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.

12. Scholarships for persons to become certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field, and scholarships for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, and licensed mental health counselors practicing in the SUD field for continuing education and licensing fees.

13. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.

14. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.

15. Development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

## B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

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Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.

2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.

5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.

6. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

7. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.

8. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.

9. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.

10. Training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.

11. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

12. Create or support culturally-appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.

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13. Create and/or support recovery high schools.

## C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)

Provide connections to care for people who have – or at risk of developing – OUD and any co-occurring SUD/MH conditions through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.

2. Fund Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.

3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.

5. Training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.

7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.

8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.

9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.

10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced on opioid overdose.

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11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.

12. Develop and support best practices on addressing OUD in the workplace.

13. Support assistance programs for health care providers with OUD.

14. Engage non-profits and the faith community as a system to support outreach for treatment.

15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

## D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
    a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
    b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
    c. "Naloxone Plus" strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
    d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
    e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or

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f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses.

2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.

3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.

6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.

7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

## E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, and other measures educate and provide support to families affected by Neonatal Abstinence Syndrome.

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2. Training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.

4. Child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.

5. Enhanced family supports and child care services for parents with OUD and any co-occurring SUD/MH conditions.

6. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

7. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including but not limited to parent skills training.

8. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

## F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.

2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.

3. Continuing Medical Education (CME) on appropriate prescribing of opioids.

4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.



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5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
    a. Increase the number of prescribers using PDMPs;
    b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
    c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.

6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
    a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
    b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.

8. Educate Dispensers on appropriate opioid dispensing.

## G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.

2. Public education relating to drug disposal.

3. Drug take-back disposal or destruction programs.

4. Fund community anti-drug coalitions that engage in drug prevention efforts.

5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).

6. Engage non-profits and faith-based communities as systems to support prevention.

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7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.

8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.

9. Create of support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.

10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.

2. Public health entities provide free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.

3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.

4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.

5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.

6. Public education relating to emergency responses to overdoses.

7. Public education relating to immunity and Good Samaritan laws.

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8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.

9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.

10. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.

11. Support mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Provide training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.

13. Support screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

## I. FIRST RESPONDERS

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Law enforcement expenditures relating to the opioid epidemic.

2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

## J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment



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intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.

3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.

## K. TRAINING

In addition to the training referred to in items A7, A8, A9, A12, A13, A14, A15, B7, B10, C3, C5, D7, E2, E4, F1, F3, F8, G5, H3, H12, and I-2, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

## L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

a. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.

b. Research non-opioid treatment of chronic pain.

c. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.

d. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.

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e. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.

f. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).

g. Research on expanded modalities such as prescription methadone that can expand access to MAT.

h. Epidemiological surveillance of OUD-related behaviors in critical populations including individuals entering the criminal justice system, including but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (ADAM) system.

i. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.

j. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.

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# Schedule C
## State Allocation Percentages

[TO BE INSERTED]

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OFFICE OF THE ATTORNEY GENERAL

ASHLEY MOODY
ATTORNEY GENERAL
STATE OF FLORIDA

PL-01 The Capitol
Tallahassee, FL 32399-1050
Phone (850) 414-3300
Fax (850) 487-0168
*http://www.myfloridalegal.com*

April 13, 2021

Mayor Beverly Smith
City of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
mayor@vpsfl.org

**RE: Opioid Litigation**

Dear Mayor Smith:

My name is John Guard and I am the Chief Deputy Attorney General for the State of Florida (the "State"). Since she took office, Attorney General Moody has been heavily involved in leading both the State's ongoing opioid litigation and several different negotiations with defendants in that litigation. Those negotiations have included litigation counsel representing cities and counties.

As part of those negotiations to enable Florida to achieve the maximum amount recoverable for both the State and its subdivisions, the State has been negotiating for a lengthy time with outside counsel for nearly all litigating political subdivisions within the State. After multiple sessions and significant compromise by both sides, the attached memorandum of understanding ("MOU") has been reached. We have offered and the lawyers for the litigating subdivisions are recommending to their clients that the attached MOU be accepted. This proposal is the result of numerous meetings and includes feedback and comments from many local subdivisions. Based on the status of this litigation, the likely structure of any resolution, the potential litigation risks in the absence of such an agreement, the State believe that this proposal reflects a reasonable compromise between the State and its political subdivisions.

The purpose of this letter is to summarize the primary terms of the MOU and attempt to anticipate questions that you, your commission, and your internal and/or other legal counsel may have regarding this litigation and allocation proposal.

**What cases does this MOU apply?**

This allocation agreement is intended to govern the distribution of settlement proceeds obtained through the Purdue Pharma L.P. ("Purdue") bankruptcy, the Mallinckrodt PLC ("Mallinckrodt") bankruptcy, the distributor (Cardinal Health, Inc., McKesson Corp., and AmerisourceBergen Corp. (collectively referred to as the "Distributors")) and Johnson & Johnson ("J&J") potential deal, as well as any additional settlements obtained related to the opioid litigation.

**Why is an allocation agreement necessary and why now?**

Almost 100 political subdivisions within the State of Florida, as well as the State of Florida itself, have filed suit against numerous entities engaged in the manufacture, marketing, promotion, distribution or dispensing of opioids. Another 30 political subdivisions within the State of Florida have filed claims in the Purdue bankruptcy.

The State and the Plaintiffs' Executive Committee for the Opioid Litigation Multi-District Litigation panel (the "PEC") are in ongoing negotiations with Purdue, Mallinckrodt, the Distributors, and J&J with potential resolutions anticipated in the coming weeks.
Under the likely settlement structure for these cases, states and their political subdivisions are strongly incentivized to reach a joint resolution of all State and political subdivision claims. Under the Distributor and J&J deal, the State and its subdivisions receive a substantially larger settlement amount the higher the number of subdivisions sign on to the deal. Therefore, it is in the best interest of all political subdivisions and the State of Florida to reach an allocation agreement which will permit the joint resolution of all claims within the state.

The deals contemplate the need for relatively quick buy in by subdivisions in order to maximize recovery. The pace of negotiations is accelerating, and Purdue has filed its plan of reorganization. Given this accelerating pace, there is a greater sense of urgency among all counsel to come to agreement and resolve how monies are going to be allocated, so that we can move Purdue, Mallinckrodt, and other potential settlements toward finality. Given the Sunshine law, the likely need for public notice and comment, and the complexity of the deals, we need to agree to an allocation plan now to ensure that Florida maximizes recovery.

**How can funds be utilized?**

You will see as you review the MOU that the State and its subdivisions, who execute this MOU, are agreeing that almost all the funds from any settlement will go to abatement activities. In other words, funds must be utilized for strategies, programming and services used to expand the availability of treatment for individuals impacted by Opioid Use Disorder or co-occurring Substance Use Disorder and Mental Health disorders ("Approved Purposes"). A non-exclusive list of potential abatement programs and uses are included in Exhibits A and B to the agreement. The list was developed nationally consulting with public health officials in multiple states, experts for the states and subdivisions, and officials within the United States Department of Health and Human Services. These uses are intended to best serve the overall purpose and

intention of this litigation, which is to abate the continuing public health crisis of opioid addiction within our communities.

While supported by the State, this requirement was imposed the defendants for tax and other reasons. It is also necessary to militate against the United States seeking substantial amounts of settlement funds from both the State and subdivisions as recoupment.

**How are the funds allocated amongst the States?**

While not part of the MOU, the States have been negotiating the national allocation for almost two years with an agreement reached in late 2019. Florida's interstate allocation is 7.03%. That allocation is the second largest allocation in the nation ahead of Texas, which is the second largest state. Florida is one of a handful of states whose allocation is greater and greater by a significant percentage above its population (Florida has 6.54% of the United States' population). The only states that have larger gains over their population are the opioid belt states: West Virginia, Kentucky, etc. The interstate allocation is the product of two measures. One calculated by the PEC and the other calculated by the States. The data sets chosen are slightly different (including different years and what measures were selected), but the main difference is that some states demanded that population play a more significant factor in the state allocation and it is not a factor in the PEC calculation. Given how much Florida's allocation percentage is above its population, the need in these settlements to maximize the number of states settling, and the potential litigation risks in the absence of such an agreement, it would be our recommendation that cities and counties accept the interstate allocation.

**How much money does the State expect for it and its subdivisions?**

It depends. Each of the current or proposed settlements are for different lengths of time and each contain different variability. In Purdue, payments are paid over a ten-year period and vary with the performance of the ongoing business of the new company and payments from third parties. In Mallinckrodt, payment amounts are still being negotiated, but will be paid over seven years and will vary depending on the value of the emerging company seven years later as part of the recovery is warrants in the re-emerged company. In the Distributor and J&J proposed deal, the proposed deal is over eighteen years and the amount paid varies depending on subdivision participation and whether other subdivisions file opioid related litigation in the future. As part of the MOU, the State is willing to seek judicial or legislative action to reduce the variability of the monies, especially in connection with the Distributor and J&J deal. Our current best guess based on projections and assuming total participation is $120-140M a year for the first few years, $90-110M a year for the middle years, and then $60-70M a year for the later years of the deal for the State and its subdivisions. Again, these numbers can and will vary and hopefully will increase if additional settlements are reached.

**How are the funds allocated amongst the State and its subdivisions?**

This Proposal divides all settlement funds between three funds: (1) the City/County Fund; (2) the Regional Fund; and (3) the State Fund.

The **City/County Fund** consists of 15% of the total settlement amounts allocable to the State of Florida. These funds are distributed to all counties and qualifying municipalities in the State of Florida.

The allocation of the City/County Fund between counties and municipalities is based on a model referred to as the "Negotiation Class Metrics." This model was developed in the National Prescription Opiate MDL by the PEC, and considers: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. Allocations between counties and municipalities within each county use historical federal data showing how the specific county and the cities within it have made opioids-related expenditures in the past.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question.

The **Regional Fund** consists of a sliding scale between 30% and 40% of the total settlement amounts allocable to the State of Florida, with the largest percentages occurring in the immediate years after settlement and decreasing over time.

These funds are allocated to counties in accordance with the "Negotiating Class Metrics" described above. In the case of counties with a population of over 300,000, and which satisfy other criteria regarding abatement infrastructure, (termed "Qualified Counties") these funds are provided directly to the county. For the remainder of counties within the State, these funds are provided to the Managing Entity (the entity that the State has contracted with to provide substance abuse treatment) for that county, to be spent on approved purposes within the region that the county is a part.

*For Counties with populations greater than 300,000*: We encourage you to review the definition of Qualified County in the MOU, so that you can understand the other requirements that you will have to meet. Importantly, the definition of Qualified County requires that you reach an agreement with at least some municipalities (at least 50% of the population) within your county as to how these funds are spent. The requirements of such agreements are subject to further discussion and negotiation.

We have attached a spreadsheet to this letter that provides you an estimated amount per year for an amount within each range in the previous question. The amount will vary for qualified counties depending on how many municipalities in that County: (1) join a settlement; and (2) enter an agreement with a County.

*For Counties with populations less than 300,000 or that do not qualify as a Qualified County*: Currently, a majority of the monies being utilized to respond to the opioid epidemic in the State flow through Managing Entities located regionally who provide service in each community. When we traveled the state before COVID and had discussions with many of you, most (outside a couple large counties) indicated that they

had a good working relationship with their Managing Entity. Indeed, several indicated that they were already involved with their Managing Entity. The actual dollar amounts annually paid to smaller counties under the contemplated settlement agreements are not substantial enough to support standalone programs. Given that reality, but wanting to maximize services locally, it made sense to have the monies flow through the existing structure to expand services in each county. If there are issues or problems with Managing Entities, we are happy to engage. We are also happy to try and help communities get involved in or engage with their Managing Entity.

We have attached a spreadsheet to this letter that demonstrates the amounts attributable to each county per year for an amount within each range in the previous question.

The **State Fund** consists of the remaining 45% to 55% of the total settlement amounts allocable to the State of Florida, depending on the amount of the Regional Fund above. As with the City/County Fund and Regional Fund, these funds must be spent on Approved Purposes

**Why should we agree to this allocation?**

The proposed allocation in the MOU is better than the alternative that subdivisions will receive if they do not enter an agreement with the State. Two of the defendants who we have negotiated with, Purdue and Mallinckrodt are now in bankruptcy. In advance of and in connection with those bankruptcies, the states, the PEC, and city and county representatives negotiated a default intrastate allocation and agreed that it will apply unless a state and its cities and counties agree to something else. A Deputy County Attorney for Broward County, Florida, was involved in the negotiations related to Purdue. Something like the Purdue default allocation is currently in the draft connected to the Distributor and J&J deal.

The allocation above is superior for Florida's subdivisions than that default allocation. Indeed, the State offered substantial improvements over those terms from the beginning of the negotiations that led to this MOU. We have attached a copy of the Purdue abatement term sheet for your review. Under that default allocation, there is no city/county fund. Only subdivisions with populations greater than 400,000 people are eligible to receive any monies directly. Almost all the monies will flow through the Managing Entities who are regionally supplying services. The allocation percentages for the regional bucket are dollar based and decrease to half, far more quickly than in the MOU. In other words, the allocation in this MOU allows a far greater recovery directly to each Florida city and county than the alternative and greater recoveries regionally for all subdivisions.

The allocation is also better than the cities and counties would achieve if damages were proportionally allocated. In the Purdue bankruptcy, over one hundred twenty-five Florida subdivisions filed proofs of claims. When the size of those claims is compared to that of the State's claim, the State's claim was more than four, almost five times larger than all the subdivisions' claims combined. Subdivisions are getting substantially more than what their proportional share would be. The State is willing to agree to the larger because it frankly reflects the reality of how monies are currently being spent and is consistent with how the legislature has been appropriating monies to combat this crisis.

**If individual subdivisions do not agree to a settlement, what will happen?**

If there are hold outs or subdivisions that do not respond, the MOU contemplates that the State will either file a new suit or sever its claims against settling defendants from its existing opioid lawsuit and add political subdivisions and through either a class action mechanism or declaratory relief seek to bar future subdivision claims. Such action is necessary to ensure that the State and any subdivisions that agree to a settlement maximize their recoveries. This not a novel position and there is a substantial body of Florida law that exists that the State may resolve and release public claims including subdivision claims.[1] That being said, the State would prefer that we reach agreement on the allocation under the proposed MOU and handle things consensually. But, if there are holdouts, the State is prepared to litigate or seek legislation from the legislature to ensure that cities and counties that agree to this MOU are protected and will receive the recovery contemplated under the allocation.

**What are the next steps and the timeline?**

We would ask that you review the attached MOU and proposed model resolution supporting an agreement on the MOU terms. We will be scheduling calls to answer questions about the MOU. We would ask each subdivision to think about who is attending each session and ensure that any of those discussions will not violate Florida's government-in-the-sunshine law. If you will contact my administrator, Janna Barineau, by e-mail (Janna.Barineau@myfloridalegal.com), we will include you in those discussions. After those discussions, we would then ask that you follow Florida law for approving such a resolution by your commission and in due course, pass it, and return a copy to me at the address on the first page of the letter. Potential settlements are anticipated in the coming weeks or months, but I cannot tell you exactly when a settlement will be finalized. These proposed settlements are

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[1] *See* Fla. Stat. §501.207(1)(c)(authorizing the Attorney General to bring "[a]n action on behalf of one or more consumers or **government entities** for actual damages…" under Florida's Deceptive and Unfair Trade Practices Act); *e.g., Engle v. Liggett Group, Inc.*, 945 So. 2d 1246, 1258-62 (Fla. 2006); *Young v. Miami Beach Improvement Co.*, 46 So. 2d 26, 30 (Fla. 1950); *Castro v. Sun Bank of Bal Harbour*, 370 So. 2d 392, 393 (Fla. 3d DCA1979); *City of New Port Richey v. State ex rel. O'Malley*, 145 So. 903, 905 (Fla. 2d DCA 1962); *also State of Florida ex rel. Shevin v. Exxon Corp.*, 526 F.2d 266, 275 (5th Cir. 1976) (holding that the Attorney General could file suit seeking damages for injuries sustained by government entities who had not specifically authorized the Attorney General to do so); *Eggers v. City of Key West*, 2007 WL 9702450, at *3 (S.D. Fla. Feb. 26, 2007) (concluding "[a]pplicable Florida law states that a judgment in an action brought against a public entity that adjudicates matters of general interest to the citizens of the jurisdiction is binding on all citizens of that jurisdiction."); *Aerojet-General Corp. v. Askew*, 366 F. Supp. 901, 908-11 (N.D. Fla. 1973).

anticipated to include provisions which establish time limits on agreements between states and political subdivisions. As a result, we would request that you pass a resolution in the next 60-90 days, if possible.

Sincerely,

John M. Guard,
Chief Deputy Attorney General

cc: Glen Torcivia
Torcivia, Donlon & Goddeau, P.A.
701 Northpoint Parkway Ste 209
Palm Springs, FL 33407-1956
torcivia@gmail.com

Enc. Proposal with Ex. A and B
Recovery Spreadsheet
Purdue Abatement Term Sheet

**TORCIVIA, DONLON, GODDEAU & RUBIN, P.A.**

701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407-1950
561-686-8700 Telephone / 561-686-8764 Facsimile
www.torcivialaw.com

Glen J. Torcivia
Lara Donlon
Christy L. Goddeau*
Leonard G. Rubin*

Jennifer H.R. Hunecke
Susan M. Garrett
Elizabeth V. Lenihan*

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

June 15, 2021

Rich Reade, Village Manager
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Opioid Litigation – Proposed MOU with State

Dear Mr. Reade;

You have requested guidance as to whether the Village of Palm Springs should consider entering into a Memorandum of Understanding ("MOU") proposed by the State of Florida in connection the allocation of proceeds (the "Florida Plan") from the opioid litigation, as set forth in correspondence dated April 13, 2021 from the Office of the Attorney General. It should be noted that the MOU is a non-binding agreement to participate in the effort to finalize an allocation plan that is substantially similar to the terms proposed.

Since the total amount of the settlement proceeds is not yet known, it is impossible to predict the amount of money each municipality will receive. The length of the payout period is unknown but could range from seven to ten or more years, based on the bankruptcy settlements. As stated in the Attorney General's letter, "[o]ur current best guess based on projections and assuming total participation, is $120-$140M a year for the first few years, $90-110M a year for the middle years, and then $60-$70M a year for the later years of the deal for the State and its subdivisions. Under this hypothetical scenario, the Village of Palm Springs' share would be 0.0380%, or anywhere from $3,992.00 to $7,414.00 annually.

Nonetheless, based upon our review of the documentation provided by the Attorney General and the status of the litigation and bankruptcies, we have concluded that agreeing to the terms of the MOU may be advantageous to municipalities in several respects

First, the proposed Florida Plan provides greater benefits to local governments than the allocations negotiated in the bankruptcies, which will apply in the absence of the MOU. Under the allocation

negotiated in the *Purdue* bankruptcy, there is no city/county fund, and only subdivisions with populations greater than 400,000 will receive any funds directly Furthermore, the allocations to local governments proposed under the Florida Plan are greater than a *pro rata* allocation based on the proofs of claim filed by the state and local governments. Finally, the proposed allocation under the MOU provides for enhancement of benefits based upon the number of municipalities that agree to participate.

On the other hand, under the MOU, the use of the proceeds is restricted to abatement activities to address the public health crisis caused by opioid addiction. While these may be of great value to the Village, it also means that the funds cannot be used for any other purpose.

Enclosed with this letter you will find a copy of the Attorney General's April 13 letter, along with concise summary of key points regarding the proposed MOU. Also enclosed is a set of materials to assist in preparation of the agenda item packet. This includes a proposed resolution authorizing the Village to participate in the MOU and Formal Agreements implementing the unified plan, based upon the Attorney General's template, along with a copy of the MOU and attached "Florida Plan."

Sincerely,

Susan M. Garrett
Enclosures

**Opioid Litigation: Proposed MOU with State of Florida – Key Points**

- The proposal was developed by State of Florida and the PEC (Plaintiffs' Executive Committee for the Opioid Multi District Litigation Panel).

- The MOU is a non-binding preliminary agreement to participate in an agreement governing the distribution of settlement proceeds obtained from settlements of opioid litigation with the Cardinal Health, Inc., McKesson Corp. and AmerisourceBergen Corp. (collectively known as "the Distributors") and Johnson & Johnson as well as the Purdue Pharma and Mallinckrodt bankruptcies.

- The proposed allocation plan appears to provide greater potential benefits to local governments than the default allocations that have already been negotiated in the bankruptcy cases and are underway in other cases. Those default plans will be applied unless a different agreement is reached beforehand.

- Under the proposed MOU, there are separate City/County and Regional Funds, in addition to the State fund. Under the default plans, there is no separate City/County fund and all the money flows through regional Managing Entities.

- The proposed MOU allocates 15% of total settlement amounts to the City/County fund; a sliding scale of 30-40% to the Regional Fund: and the remaining 45-55% to the State. According to the State, these percentages are more favorable to the cities and counties than a *pro rata* allocation based on the proofs of claims filed in the bankruptcy cases, where the State's claim was four to five times the aggregate amount of the city and county claims.

- Recipients of the proceeds must use the funds for abatement activities that address the public health crisis of opioid addiction in the community, such as first responder training and prevention programs for youth. This restriction serves to maximize available funds because it affords certain tax benefits to the defendants and also avoids federal clawback/recoupment of substantial portions of the settlement proceeds.

- The proposed MOU also provides for the creation of an expense fund to cover attorney's fees and litigation expenses incurred on behalf of litigating local governments, to the extent not paid by the defendants as part of the negotiated settlement. The expense fund payment is an enhancement based upon a percentage of the City/County fund. As an incentive to participation by the local governments, the payment ranges from 0% for less than 85% participation) up to 10% (for 96-100% participation).

| | | |
|---|---|---|
| **City/County Fund** | | 15% |
| **Regional Fund** | | 35% |
| **Scenario 1** | $ | 130,000,000.00 |
| **City/County Fund Scenario 1** | $ | 19,500,000.00 |
| **Regional Fund Scenario 1** | $ | 45,500,000.00 |
| **Scenario 2** | $ | 100,000,000.00 |
| **City/County Fund Scenario 2** | $ | 15,000,000.00 |
| **Regional Fund Scenario 2** | $ | 35,000,000.00 |
| **Scenario 3** | $ | 70,000,000.00 |
| **City/County Fund Scenario 3** | $ | 10,500,000.00 |
| **Regional Fund Scenario 3** | $ | 24,500,000.00 |

| County | Allocated Subdivisions | Overall Total % | Allocated % by entity | Scenario 1 City/County Fund | Scenario 1 Regional Fund | Scenario 2 City/County Fund | Scenario 2 Regional Fund | Scenario 3 City/County Fund | Scenario 3 Regional Fund |
|---|---|---|---|---|---|---|---|---|---|
| Alachua | | 1.241060164449% | | | $ 564,682.37 | | $ 434,371.06 | | $ 304,059.74 |
| | Alachua County | | 0.821689546303% | $ 160,229.46 | | $ 123,253.43 | | $ 86,277.40 | |
| | Alachua | | 0.013113332457% | $ 2,557.10 | | $ 1,967.00 | | $ 1,376.90 | |
| | Archer | | 0.000219705515% | $ 42.84 | | $ 32.96 | | $ 23.07 | |
| | Gainesville | | 0.381597611347% | $ 74,411.53 | | $ 57,239.64 | | $ 40,067.75 | |
| | Hawthorne | | 0.000270546460% | $ 52.76 | | $ 40.58 | | $ 28.41 | |
| | High Springs | | 0.011987568663% | $ 2,337.58 | | $ 1,798.14 | | $ 1,258.69 | |
| | La Crosse | | 0.000975056706% | $ 190.14 | | $ 146.26 | | $ 102.38 | |
| | Micanopy | | 0.002113530737% | $ 412.14 | | $ 317.03 | | $ 221.92 | |
| | Newberry | | 0.006102729215% | $ 1,190.03 | | $ 915.41 | | $ 640.79 | |
| | Waldo | | 0.002988721299% | $ 582.80 | | $ 448.31 | | $ 313.82 | |
| Baker | | 0.193173804130% | | | $ 87,894.08 | | $ 67,610.83 | | $ 47,327.58 |
| | Baker County | | 0.169449240037% | $ 33,042.60 | | $ 25,417.39 | | $ 17,792.17 | |
| | Glen St. Mary | | 0.000096234647% | $ 18.77 | | $ 14.44 | | $ 10.10 | |
| | Macclenny | | 0.023628329446% | $ 4,607.52 | | $ 3,544.25 | | $ 2,480.97 | |
| Bay | | 0.839656373312% | | | $ 382,043.65 | | $ 293,879.73 | | $ 205,715.81 |
| | Bay County | | 0.508772605155% | $ 99,210.66 | | $ 76,315.89 | | $ 53,421.12 | |
| | Callaway | | 0.024953825527% | $ 4,866.00 | | $ 3,743.07 | | $ 2,620.15 | |
| | Lynn Haven | | 0.039205632015% | $ 7,645.10 | | $ 5,880.84 | | $ 4,116.59 | |
| | Mexico Beach | | 0.005614292988% | $ 1,094.79 | | $ 842.14 | | $ 589.50 | |
| | Panama City | | 0.155153855596% | $ 30,255.00 | | $ 23,273.08 | | $ 16,291.15 | |
| | Panama City Beach | | 0.080897023117% | $ 15,774.92 | | $ 12,134.55 | | $ 8,494.19 | |
| | Parker | | 0.008704696178% | $ 1,697.42 | | $ 1,305.70 | | $ 913.99 | |
| | Springfield | | 0.016354442736% | $ 3,189.12 | | $ 2,453.17 | | $ 1,717.22 | |
| Bradford | | 0.189484204081% | | | $ 86,215.31 | | $ 66,319.47 | | $ 46,423.63 |
| | Bradford County | | 0.151424309090% | $ 29,527.74 | | $ 22,713.65 | | $ 15,899.55 | |
| | Brooker | | 0.000424885045% | $ 82.85 | | $ 63.73 | | $ 44.61 | |
| | Hampton | | 0.002839829959% | $ 553.77 | | $ 425.97 | | $ 298.18 | |
| | Lawtey | | 0.003400896108% | $ 663.17 | | $ 510.13 | | $ 357.09 | |
| | Starke | | 0.031392468132% | $ 6,121.53 | | $ 4,708.87 | | $ 3,296.21 | |
| Brevard | | 3.878799180444% | | | $ 1,764,853.63 | | $ 1,357,579.71 | | $ 950,305.80 |
| | Brevard County | | 2.323022668525% | $ 452,989.42 | | $ 348,453.40 | | $ 243,917.38 | |
| | Cape Canaveral | | 0.045560750209% | $ 8,884.35 | | $ 6,834.11 | | $ 4,783.88 | |
| | Cocoa | | 0.149245411423% | $ 29,102.86 | | $ 22,386.81 | | $ 15,670.77 | |
| | Cocoa Beach | | 0.084363286155% | $ 16,450.84 | | $ 12,654.49 | | $ 8,858.15 | |
| | Grant-Valkaria | | 0.000321387406% | $ 62.67 | | $ 48.21 | | $ 33.75 | |
| | Indialantic | | 0.024136738902% | $ 4,706.66 | | $ 3,620.51 | | $ 2,534.36 | |
| | Indian Harbour Beach | | 0.021089913665% | $ 4,112.53 | | $ 3,163.49 | | $ 2,214.44 | |
| | Malabar | | 0.002505732317% | $ 488.62 | | $ 375.86 | | $ 263.10 | |
| | Melbourne | | 0.383104682233% | $ 74,705.41 | | $ 57,465.70 | | $ 40,225.99 | |
| | Melbourne Beach | | 0.012091066302% | $ 2,357.76 | | $ 1,813.66 | | $ 1,269.56 | |
| | Melbourne Village | | 0.003782203200% | $ 737.53 | | $ 567.33 | | $ 397.13 | |
| | Palm Bay | | 0.404817397481% | $ 78,939.39 | | $ 60,722.61 | | $ 42,505.83 | |
| | Palm Shores | | 0.000127102364% | $ 24.78 | | $ 19.07 | | $ 13.35 | |
| | Rockledge | | 0.096603243798% | $ 18,837.63 | | $ 14,490.49 | | $ 10,143.34 | |
| | Satellite Beach | | 0.035975416224% | $ 7,015.21 | | $ 5,396.31 | | $ 3,777.42 | |
| | Titusville | | 0.240056418924% | $ 46,811.00 | | $ 36,008.46 | | $ 25,205.92 | |
| | West Melbourne | | 0.051997577066% | $ 10,139.53 | | $ 7,799.64 | | $ 5,459.75 | |
| Broward | | 9.057962672578% | | | $ 4,121,373.02 | | $ 3,170,286.94 | | $ 2,219,200.85 |
| | Broward County | | 3.966403576878% | $ 773,448.70 | | $ 594,960.54 | | $ 416,472.38 | |
| | Coconut Creek | | 0.101131719448% | $ 19,720.69 | | $ 15,169.76 | | $ 10,618.83 | |
| | Cooper City | | 0.073935445073% | $ 14,417.41 | | $ 11,090.32 | | $ 7,763.22 | |
| | Coral Springs | | 0.323406517664% | $ 63,064.27 | | $ 48,510.98 | | $ 33,957.68 | |
| | Dania Beach | | 0.017807041180% | $ 3,472.37 | | $ 2,671.06 | | $ 1,869.74 | |
| | Davie | | 0.266922227153% | $ 52,049.83 | | $ 40,038.33 | | $ 28,026.83 | |
| | Deerfield Beach | | 0.202423224725% | $ 39,472.53 | | $ 30,363.48 | | $ 21,254.44 | |
| | Fort Lauderdale | | 0.830581264531% | $ 161,963.35 | | $ 124,587.19 | | $ 87,211.03 | |
| | Hallandale Beach | | 0.154950491814% | $ 30,215.35 | | $ 23,242.57 | | $ 16,269.80 | |
| | Hillsboro Beach | | 0.012407006463% | $ 2,419.37 | | $ 1,861.05 | | $ 1,302.74 | |
| | Hollywood | | 0.520164608456% | $ 101,432.10 | | $ 78,024.69 | | $ 54,617.28 | |
| | Lauderdale-By-The-Sea | | 0.022807611325% | $ 4,447.48 | | $ 3,421.14 | | $ 2,394.80 | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | Lauderdale Lakes | | 0.062625150435% | $ | 12,211.90 | | $ | 9,393.77 | | $ | 6,575.64 | |
| | Lauderhill | | 0.144382838130% | $ | 28,154.65 | | $ | 21,657.43 | | $ | 15,160.20 | |
| | Lazy Lake | | 0.000021788977% | $ | 4.25 | | $ | 3.27 | | $ | 2.29 | |
| | Lighthouse Point | | 0.029131861803% | $ | 5,680.71 | | $ | 4,369.78 | | $ | 3,058.85 | |
| | Margate | | 0.143683775129% | $ | 28,018.34 | | $ | 21,552.57 | | $ | 15,086.80 | |
| | Miramar | | 0.279280208419% | $ | 54,459.64 | | $ | 41,892.03 | | $ | 29,324.42 | |
| | North Lauderdale | | 0.066069624496% | $ | 12,883.58 | | $ | 9,910.44 | | $ | 6,937.31 | |
| | Oakland Park | | 0.100430840699% | $ | 19,584.01 | | $ | 15,064.63 | | $ | 10,545.24 | |
| | Ocean Breeze | | 0.005381877237% | $ | 1,049.47 | | $ | 807.28 | | $ | 565.10 | |
| | Parkland | | 0.045804060448% | $ | 8,931.79 | | $ | 6,870.61 | | $ | 4,809.43 | |
| | Pembroke Park | | 0.024597938908% | $ | 4,796.60 | | $ | 3,689.69 | | $ | 2,582.78 | |
| | Pembroke Pines | | 0.462832363603% | $ | 90,252.31 | | $ | 69,424.85 | | $ | 48,597.40 | |
| | Plantation | | 0.213918725664% | $ | 41,714.15 | | $ | 32,087.81 | | $ | 22,461.47 | |
| | Pompano Beach | | 0.335472163493% | $ | 65,417.07 | | $ | 50,320.82 | | $ | 35,224.58 | |
| | Sea Ranch Lakes | | 0.005024174870% | $ | 979.71 | | $ | 753.63 | | $ | 527.54 | |
| | Southwest Ranches | | 0.025979723178% | $ | 5,066.05 | | $ | 3,896.96 | | $ | 2,727.87 | |
| | Sunrise | | 0.286071106146% | $ | 55,783.87 | | $ | 42,910.67 | | $ | 30,037.47 | |
| | Tamarac | | 0.134492458472% | $ | 26,226.03 | | $ | 20,173.87 | | $ | 14,121.71 | |
| | Weston | | 0.138637811283% | $ | 27,034.37 | | $ | 20,795.67 | | $ | 14,556.97 | |
| | West Park | | 0.029553115352% | $ | 5,762.86 | | $ | 4,432.97 | | $ | 3,103.08 | |
| | Wilton Manors | | 0.031630331127% | $ | 6,167.91 | | $ | 4,744.55 | | $ | 3,321.18 | |
| Calhoun | | 0.047127740781% | | | | $ 21,443.12 | | | $ 16,494.71 | | | $ 11,546.30 |
| | Calhoun County | | 0.038866087128% | $ | 7,578.89 | | $ | 5,829.91 | | $ | 4,080.94 | |
| | Altha | | 0.000366781107% | $ | 71.52 | | $ | 55.02 | | $ | 38.51 | |
| | Blountstown | | 0.007896688293% | $ | 1,539.85 | | $ | 1,184.50 | | $ | 829.15 | |
| Charlotte | | 0.737346233376% | | | | $ 335,492.54 | | | $ 258,071.18 | | | $ 180,649.83 |
| | Charlotte County | | 0.690225755587% | $ | 134,594.02 | | $ | 103,533.86 | | $ | 72,473.70 | |
| | Punta Gorda | | 0.047120477789% | $ | 9,188.49 | | $ | 7,068.07 | | $ | 4,947.65 | |
| Citrus | | 0.969645776606% | | | | $ 441,188.83 | | | $ 339,376.02 | | | $ 237,563.22 |
| | Citrus County | | 0.929715661117% | $ | 181,294.55 | | $ | 139,457.35 | | $ | 97,620.14 | |
| | Crystal River | | 0.021928789266% | $ | 4,276.11 | | $ | 3,289.32 | | $ | 2,302.52 | |
| | Inverness | | 0.018001326222% | $ | 3,510.26 | | $ | 2,700.20 | | $ | 1,890.14 | |
| Clay | | 1.193429461456% | | | | $ 543,010.40 | | | $ 417,700.31 | | | $ 292,390.22 |
| | Clay County | | 1.055764891131% | $ | 205,874.15 | | $ | 158,364.73 | | $ | 110,855.31 | |
| | Green Cove Springs | | 0.057762577142% | $ | 11,263.70 | | $ | 8,664.39 | | $ | 6,065.07 | |
| | Keystone Heights | | 0.000753535443% | $ | 146.94 | | $ | 113.03 | | $ | 79.12 | |
| | Orange Park | | 0.078589207339% | $ | 15,324.90 | | $ | 11,788.38 | | $ | 8,251.87 | |
| | Penney Farms | | 0.000561066149% | $ | 109.41 | | $ | 84.16 | | $ | 58.91 | |
| Collier | | 1.551333376427% | | | | $ 705,856.69 | | | $ 542,966.68 | | | $ 380,076.68 |
| | Collier County | | 1.354673336030% | $ | 264,161.30 | | $ | 203,201.00 | | $ | 142,240.70 | |
| | Everglades | | 0.000148891341% | $ | 29.03 | | $ | 22.33 | | $ | 15.63 | |
| | Marco Island | | 0.062094952003% | $ | 12,108.52 | | $ | 9,314.24 | | $ | 6,519.97 | |
| | Naples | | 0.134416197054% | $ | 26,211.16 | | $ | 20,162.43 | | $ | 14,113.70 | |
| Columbia | | 0.446781150792% | | | | $ 203,285.42 | | | $ 156,373.40 | | | $ 109,461.38 |
| | Columbia County | | 0.341887201373% | $ | 66,668.00 | | $ | 51,283.08 | | $ | 35,898.16 | |
| | Fort White | | 0.000236047247% | $ | 46.03 | | $ | 35.41 | | $ | 24.78 | |
| | Lake City | | 0.104659717920% | $ | 20,408.64 | | $ | 15,698.96 | | $ | 10,989.27 | |
| DeSoto | | 0.113640407802% | | | | $ 51,706.39 | | | $ 39,774.14 | | | $ 27,841.90 |
| | DeSoto County | | 0.096884684746% | $ | 18,892.51 | | $ | 14,532.70 | | $ | 10,172.89 | |
| | Arcadia | | 0.016755723056% | $ | 3,267.37 | | $ | 2,513.36 | | $ | 1,759.35 | |
| Dixie | | 0.103744580900% | | | | $ 47,203.78 | | | $ 36,310.60 | | | $ 25,417.42 |
| | Dixie County | | 0.098822087921% | $ | 19,270.31 | | $ | 14,823.31 | | $ | 10,376.32 | |
| | Cross City | | 0.004639236282% | $ | 904.65 | | $ | 695.89 | | $ | 487.12 | |
| | Horseshoe Beach | | 0.000281440949% | $ | 54.88 | | $ | 42.22 | | $ | 29.55 | |
| Duval | | 5.434975156935% | | | | $ 2,472,913.70 | | | $ 1,902,241.30 | | | $ 1,331,568.91 |
| | Jacksonville | | 5.270570064997% | $ | 1,027,761.16 | | $ | 790,585.51 | | $ | 553,409.86 | |
| | Atlantic Beach | | 0.038891507601% | $ | 7,583.84 | | $ | 5,833.73 | | $ | 4,083.61 | |
| | Baldwin | | 0.002251527589% | $ | 439.05 | | $ | 337.73 | | $ | 236.41 | |
| | Jacksonville Beach | | 0.100447182431% | $ | 19,587.20 | | $ | 15,067.08 | | $ | 10,546.95 | |
| | Neptune Beach | | 0.022814874318% | $ | 4,448.90 | | $ | 3,422.23 | | $ | 2,395.56 | |
| Escambia | | 1.341634449244% | | | | $ 610,443.67 | | | $ 469,572.06 | | | $ 328,700.44 |
| | Escambia County | | 1.005860871574% | $ | 196,142.87 | | $ | 150,879.13 | | $ | 105,615.39 | |
| | Century | | 0.005136751249% | $ | 1,001.67 | | $ | 770.51 | | $ | 539.36 | |
| | Pensacola | | 0.330636826421% | $ | 64,474.18 | | $ | 49,595.52 | | $ | 34,716.87 | |
| Flagler | | 0.389864712244% | | | | $ 177,388.44 | | | $ 136,452.65 | | | $ 95,516.85 |
| | Flagler Counry | | 0.279755934409% | $ | 54,552.41 | | $ | 41,963.39 | | $ | 29,374.37 | |
| | Beverly Beach | | 0.000154338585% | $ | 30.10 | | $ | 23.15 | | $ | 16.21 | |
| | Bunnell | | 0.009501809575% | $ | 1,852.85 | | $ | 1,425.27 | | $ | 997.69 | |
| | Flagler Beach | | 0.015482883669% | $ | 3,019.16 | | $ | 2,322.43 | | $ | 1,625.70 | |
| | Marineland | | 0.000114392127% | $ | 22.31 | | $ | 17.16 | | $ | 12.01 | |
| | Palm Coast | | 0.084857169626% | $ | 16,547.15 | | $ | 12,728.58 | | $ | 8,910.00 | |
| Franklin | | 0.049911282550% | | | | $ 22,709.63 | | | $ 17,468.95 | | | $ 12,228.26 |
| | Franklin County | | 0.046254365966% | $ | 9,019.60 | | $ | 6,938.15 | | $ | 4,856.71 | |
| | Apalachicola | | 0.001768538606% | $ | 344.87 | | $ | 265.28 | | $ | 185.70 | |
| | Carabelle | | 0.001888377978% | $ | 368.23 | | $ | 283.26 | | $ | 198.28 | |
| Gadsden | | 0.123656074077% | | | | $ 56,263.51 | | | $ 43,279.63 | | | $ 30,295.74 |
| | Gadsden County | | 0.090211810642% | $ | 17,591.30 | | $ | 13,531.77 | | $ | 9,472.24 | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | Chattahoochee | | 0.004181667772% | $ 815.43 | | $ 627.25 | | $ 439.08 | | | |
| | Greensboro | | 0.000492067723% | $ 95.95 | | $ 73.81 | | $ 51.67 | | | |
| | Gretna | | 0.002240633101% | $ 436.92 | | $ 336.09 | | $ 235.27 | | | |
| | Havana | | 0.005459954403% | $ 1,064.69 | | $ 818.99 | | $ 573.30 | | | |
| | Midway | | 0.001202025213% | $ 234.39 | | $ 180.30 | | $ 126.21 | | | |
| | Quincy | | 0.019867915223% | $ 3,874.24 | | $ 2,980.19 | | $ 2,086.13 | | | |
| Gilchrist | | 0.064333769355% | | | $ 29,271.87 | | $ 22,516.82 | | $ 15,761.77 | | |
| | Gilchrist County | | 0.061274233881% | $ 11,948.48 | | $ 9,191.14 | | $ 6,433.79 | | | |
| | Bell | | 0.000099866143% | $ 19.47 | | $ 14.98 | | $ 10.49 | | | |
| | Fanning Springs | | 0.000388570084% | $ 75.77 | | $ 58.29 | | $ 40.80 | | | |
| | Trenton | | 0.002571099247% | $ 501.36 | | $ 385.66 | | $ 269.97 | | | |
| Glades | | 0.040612836758% | | | $ 18,478.84 | | $ 14,214.49 | | $ 9,950.15 | | |
| | Glades County | | 0.040420367464% | $ 7,881.97 | | $ 6,063.06 | | $ 4,244.14 | | | |
| | Moore Haven | | 0.000192469294% | $ 37.53 | | $ 28.87 | | $ 20.21 | | | |
| Gulf | | 0.059914238588% | | | $ 27,260.98 | | $ 20,969.98 | | $ 14,678.99 | | |
| | Gulf County | | 0.054715751905% | $ 10,669.57 | | $ 8,207.36 | | $ 5,745.15 | | | |
| | Port St. Joe | | 0.004817179591% | $ 939.35 | | $ 722.58 | | $ 505.80 | | | |
| | Wewahitchka | | 0.000381307092% | $ 74.35 | | $ 57.20 | | $ 40.04 | | | |
| Hamilton | | 0.047941195910% | | | $ 21,813.24 | | $ 16,779.42 | | $ 11,745.59 | | |
| | Hamilton County | | 0.038817061931% | $ 7,569.33 | | $ 5,822.56 | | $ 4,075.79 | | | |
| | Jasper | | 0.004869836285% | $ 949.62 | | $ 730.48 | | $ 511.33 | | | |
| | Jennings | | 0.002623755940% | $ 511.63 | | $ 393.56 | | $ 275.49 | | | |
| | White Springs | | 0.001630541754% | $ 317.96 | | $ 244.58 | | $ 171.21 | | | |
| Hardee | | 0.067110048132% | | | $ 30,535.07 | | $ 23,488.52 | | $ 16,441.96 | | |
| | Hardee County | | 0.058100306280% | $ 11,329.56 | | $ 8,715.05 | | $ 6,100.53 | | | |
| | Bowling Green | | 0.001797590575% | $ 350.53 | | $ 269.64 | | $ 188.75 | | | |
| | Wauchula | | 0.006667426860% | $ 1,300.15 | | $ 1,000.11 | | $ 700.08 | | | |
| | Zolfo Springs | | 0.000544724417% | $ 106.22 | | $ 81.71 | | $ 57.20 | | | |
| Hendry | | 0.144460915297% | | | $ 65,729.72 | | $ 50,561.32 | | $ 35,392.92 | | |
| | Hendry County | | 0.122147187443% | $ 23,818.70 | | $ 18,322.08 | | $ 12,825.45 | | | |
| | Clewiston | | 0.017589151414% | $ 3,429.88 | | $ 2,638.37 | | $ 1,846.86 | | | |
| | LaBelle | | 0.004724576440% | $ 921.29 | | $ 708.69 | | $ 496.08 | | | |
| Hernando | | 1.510075949110% | | | $ 687,084.56 | | $ 528,526.58 | | $ 369,968.61 | | |
| | Hernando County | | 1.447521612849% | $ 282,266.71 | | $ 217,128.24 | | $ 151,989.77 | | | |
| | Brooksville | | 0.061319627583% | $ 11,957.33 | | $ 9,197.94 | | $ 6,438.56 | | | |
| | Weeki Wachee | | 0.001234708678% | $ 240.77 | | $ 185.21 | | $ 129.64 | | | |
| Highlands | | 0.357188510237% | | | $ 162,520.77 | | $ 125,015.98 | | $ 87,511.19 | | |
| | Highlands County | | 0.287621754986% | $ 56,086.24 | | $ 43,143.26 | | $ 30,200.28 | | | |
| | Avon Park | | 0.025829016090% | $ 5,036.66 | | $ 3,874.35 | | $ 2,712.05 | | | |
| | Lake Placid | | 0.005565267790% | $ 1,085.23 | | $ 834.79 | | $ 584.35 | | | |
| | Sebring | | 0.038172471371% | $ 7,443.63 | | $ 5,725.87 | | $ 4,008.11 | | | |
| Hillsborough | | 8.710984113657% | | | $ 3,963,497.77 | | $ 3,048,844.44 | | $ 2,134,191.11 | | |
| | Hillsborough County | | 6.523111204400% | $ 1,272,006.68 | | $ 978,466.68 | | $ 684,926.68 | | | |
| | Plant City | | 0.104218491142% | $ 20,322.61 | | $ 15,632.77 | | $ 10,942.94 | | | |
| | Tampa | | 1.975671881253% | $ 385,256.02 | | $ 296,350.78 | | $ 207,445.55 | | | |
| | Temple Terrace | | 0.107980721113% | $ 21,056.24 | | $ 16,197.11 | | $ 11,337.98 | | | |
| Holmes | | 0.081612427851% | | | $ 37,133.65 | | $ 28,564.35 | | $ 19,995.04 | | |
| | Holmes County | | 0.066805002459% | $ 13,026.98 | | $ 10,020.75 | | $ 7,014.53 | | | |
| | Bonifay | | 0.006898026863% | $ 1,345.12 | | $ 1,034.70 | | $ 724.29 | | | |
| | Esto | | 0.006269778036% | $ 1,222.61 | | $ 940.47 | | $ 658.33 | | | |
| | Noma | | 0.001278286631% | $ 249.27 | | $ 191.74 | | $ 134.22 | | | |
| | Ponce de Leon | | 0.000179759057% | $ 35.05 | | $ 26.96 | | $ 18.87 | | | |
| | Westville | | 0.000179759057% | $ 35.05 | | $ 26.96 | | $ 18.87 | | | |
| Indian River | | 0.753076058781% | | | $ 342,649.61 | | $ 263,576.62 | | $ 184,503.63 | | |
| | Indian River County | | 0.623571460217% | $ 121,596.43 | | $ 93,535.72 | | $ 65,475.00 | | | |
| | Fellsmere | | 0.004917045734% | $ 958.82 | | $ 737.56 | | $ 516.29 | | | |
| | Indian River shores | | 0.025322422382% | $ 4,937.87 | | $ 3,798.36 | | $ 2,658.85 | | | |
| | Orchid | | 0.000306861421% | $ 59.84 | | $ 46.03 | | $ 32.22 | | | |
| | Sebastian | | 0.038315915467% | $ 7,471.60 | | $ 5,747.39 | | $ 4,023.17 | | | |
| | Vero Beach | | 0.060642353558% | $ 11,825.26 | | $ 9,096.35 | | $ 6,367.45 | | | |
| Jackson | | 0.158936058795% | | | $ 72,315.91 | | $ 55,627.62 | | $ 38,939.33 | | |
| | Jackson County | | 0.075213731704% | $ 14,666.68 | | $ 11,282.06 | | $ 7,897.44 | | | |
| | Alford | | 0.000303229925% | $ 59.13 | | $ 45.48 | | $ 31.84 | | | |
| | Bascom | | 0.000061735434% | $ 12.04 | | $ 9.26 | | $ 6.48 | | | |
| | Campbellton | | 0.001648699234% | $ 321.50 | | $ 247.30 | | $ 173.11 | | | |
| | Cottondale | | 0.001093080329% | $ 213.15 | | $ 163.96 | | $ 114.77 | | | |
| | Graceville | | 0.002794436257% | $ 544.92 | | $ 419.17 | | $ 293.42 | | | |
| | Grandridge | | 0.000030867717% | $ 6.02 | | $ 4.63 | | $ 3.24 | | | |
| | Greenwood | | 0.001292812616% | $ 252.10 | | $ 193.92 | | $ 135.75 | | | |
| | Jacob City | | 0.000481173235% | $ 93.83 | | $ 72.18 | | $ 50.52 | | | |
| | Malone | | 0.000092603151% | $ 18.06 | | $ 13.89 | | $ 9.72 | | | |
| | Marianna | | 0.073519638768% | $ 14,336.33 | | $ 11,027.95 | | $ 7,719.56 | | | |
| | Sneads | | 0.002404050426% | $ 468.79 | | $ 360.61 | | $ 252.43 | | | |
| Jefferson | | 0.040821647784% | | | $ 18,573.85 | | $ 14,287.58 | | $ 10,001.30 | | |
| | Jefferson County | | 0.037584169001% | $ 7,328.91 | | $ 5,637.63 | | $ 3,946.34 | | | |
| | Monticello | | 0.003237478783% | $ 631.31 | | $ 485.62 | | $ 339.94 | | | |
| Lafayette | | 0.031911772076% | | | $ 14,519.86 | | $ 11,169.12 | | $ 7,818.38 | | |

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|---|---|---|---|---|---|---|---|---|---|---|
| | Lafayette County | | 0.031555885457% | $ 6,153.40 | | $ 4,733.38 | | $ 3,313.37 | | |
| | Mayo | | 0.000355886619% | $ 69.40 | | $ 53.38 | | $ 37.37 | | |
| Lake | | 1.139211224519% | | | $ 518,341.11 | | $ 398,723.93 | | $ 279,106.75 | |
| | Lake County | | 0.757453827343% | $ 147,703.50 | | $ 113,618.07 | | $ 79,532.65 | | |
| | Astatula | | 0.002727253579% | $ 531.81 | | $ 409.09 | | $ 286.36 | | |
| | Clermont | | 0.075909163209% | $ 14,802.29 | | $ 11,386.37 | | $ 7,970.46 | | |
| | Eustis | | 0.041929254098% | $ 8,176.20 | | $ 6,289.39 | | $ 4,402.57 | | |
| | Fruitland Park | | 0.008381493024% | $ 1,634.39 | | $ 1,257.22 | | $ 880.06 | | |
| | Groveland | | 0.026154034992% | $ 5,100.04 | | $ 3,923.11 | | $ 2,746.17 | | |
| | Howey-In-The-Hills | | 0.002981458307% | $ 581.38 | | $ 447.22 | | $ 313.05 | | |
| | Lady Lake | | 0.025048244426% | $ 4,884.41 | | $ 3,757.24 | | $ 2,630.07 | | |
| | Leesburg | | 0.091339390185% | $ 17,811.18 | | $ 13,700.91 | | $ 9,590.64 | | |
| | Mascotte | | 0.011415608025% | $ 2,226.04 | | $ 1,712.34 | | $ 1,198.64 | | |
| | Minneola | | 0.016058475803% | $ 3,131.40 | | $ 2,408.77 | | $ 1,686.14 | | |
| | Montverde | | 0.001347285057% | $ 262.72 | | $ 202.09 | | $ 141.46 | | |
| | Mount Dora | | 0.041021380070% | $ 7,999.17 | | $ 6,153.21 | | $ 4,307.24 | | |
| | Tavares | | 0.031820984673% | $ 6,205.09 | | $ 4,773.15 | | $ 3,341.20 | | |
| | Umatilla | | 0.005623371728% | $ 1,096.56 | | $ 843.51 | | $ 590.45 | | |
| Lee | | 3.3253718833599% | | | $ 1,513,044.21 | | $ 1,163,880.16 | | $ 814,716.11 | |
| | Lee County | | 2.115268407509% | $ 412,477.34 | | $ 317,290.26 | | $ 222,103.18 | | |
| | Bonita Springs | | 0.017374893143% | $ 3,388.10 | | $ 2,606.23 | | $ 1,824.36 | | |
| | Cape Coral | | 0.714429677167% | $ 139,313.79 | | $ 107,164.45 | | $ 75,015.12 | | |
| | Estero | | 0.012080171813% | $ 2,355.63 | | $ 1,812.03 | | $ 1,268.42 | | |
| | Fort Myers | | 0.431100350585% | $ 84,064.57 | | $ 64,665.05 | | $ 45,265.54 | | |
| | Fort Myers Beach | | 0.000522935440% | $ 101.97 | | $ 78.44 | | $ 54.91 | | |
| | Sanibel | | 0.034595447702% | $ 6,746.11 | | $ 5,189.32 | | $ 3,632.52 | | |
| Leon | | 0.897199244939% | | | $ 408,225.66 | | $ 314,019.74 | | $ 219,813.82 | |
| | Leon County | | 0.471201146391% | $ 91,884.22 | | $ 70,680.17 | | $ 49,476.12 | | |
| | Tallahassee | | 0.425998098549% | $ 83,069.63 | | $ 63,899.71 | | $ 44,729.80 | | |
| Levy | | 0.251192401748% | | | $ 114,292.54 | | $ 87,917.34 | | $ 61,542.14 | |
| | Levy County | | 0.200131750679% | $ 39,025.69 | | $ 30,019.76 | | $ 21,013.83 | | |
| | Bronson | | 0.005701448894% | $ 1,111.78 | | $ 855.22 | | $ 598.65 | | |
| | Cedar Key | | 0.005180329202% | $ 1,010.16 | | $ 777.05 | | $ 543.93 | | |
| | Chiefland | | 0.015326729337% | $ 2,988.71 | | $ 2,299.01 | | $ 1,609.31 | | |
| | Fanning Springs | | 0.000808007885% | $ 157.56 | | $ 121.20 | | $ 84.84 | | |
| | Inglis | | 0.004976965420% | $ 970.51 | | $ 746.54 | | $ 522.58 | | |
| | Otter Creek | | 0.000408543312% | $ 79.67 | | $ 61.28 | | $ 42.90 | | |
| | Williston | | 0.017774357715% | $ 3,466.00 | | $ 2,666.15 | | $ 1,866.31 | | |
| | Yankeetown | | 0.000884269303% | $ 172.43 | | $ 132.64 | | $ 92.85 | | |
| Liberty | | 0.019399452225% | | | $ 8,826.75 | | $ 6,789.81 | | $ 4,752.87 | |
| | Liberty County | | 0.019303217578% | $ 3,764.13 | | $ 2,895.48 | | $ 2,026.84 | | |
| | Bristol | | 0.000096234647% | $ 18.77 | | $ 14.44 | | $ 10.10 | | |
| Madison | | 0.063540287455% | | | $ 28,910.83 | | $ 22,239.10 | | $ 15,567.37 | |
| | Madison County | | 0.053145129837% | $ 10,363.30 | | $ 7,971.77 | | $ 5,580.24 | | |
| | Greenville | | 0.000110760631% | $ 21.60 | | $ 16.61 | | $ 11.63 | | |
| | Lee | | 0.000019973229% | $ 3.89 | | $ 3.00 | | $ 2.10 | | |
| | Madison | | 0.010264423758% | $ 2,001.56 | | $ 1,539.66 | | $ 1,077.76 | | |
| Manatee | | 2.721323346235% | | | $ 1,238,202.12 | | $ 952,463.17 | | $ 666,724.22 | |
| | Manatee County | | 2.201647174006% | $ 429,321.20 | | $ 330,247.08 | | $ 231,172.95 | | |
| | Anna Maria | | 0.009930326116% | $ 1,936.41 | | $ 1,489.55 | | $ 1,042.68 | | |
| | Bradenton | | 0.379930754632% | $ 74,086.50 | | $ 56,989.61 | | $ 39,892.73 | | |
| | Bradenton Beach | | 0.014012127744% | $ 2,732.36 | | $ 2,101.82 | | $ 1,471.27 | | |
| | Holmes Beach | | 0.028038781473% | $ 5,467.56 | | $ 4,205.82 | | $ 2,944.07 | | |
| | Longboat Key | | 0.034895046131% | $ 6,804.53 | | $ 5,234.26 | | $ 3,663.98 | | |
| | Palmetto | | 0.052869136132% | $ 10,309.48 | | $ 7,930.37 | | $ 5,551.26 | | |
| Marion | | 1.701176168960% | | | $ 774,035.16 | | $ 595,411.66 | | $ 416,788.16 | |
| | Marion County | | 1.303728892837% | $ 254,227.13 | | $ 195,559.33 | | $ 136,891.53 | | |
| | Belleview | | 0.009799592256% | $ 1,910.92 | | $ 1,469.94 | | $ 1,028.96 | | |
| | Dunnellon | | 0.018400790795% | $ 3,588.15 | | $ 2,760.12 | | $ 1,932.08 | | |
| | McIntosh | | 0.000145259844% | $ 28.33 | | $ 21.79 | | $ 15.25 | | |
| | Ocala | | 0.368994504094% | $ 71,953.93 | | $ 55,349.18 | | $ 38,744.42 | | |
| | Reddick | | 0.000107129135% | $ 20.89 | | $ 16.07 | | $ 11.25 | | |
| Martin | | 0.869487298116% | | | $ 395,616.72 | | $ 304,320.55 | | $ 213,024.39 | |
| | Martin County | | 0.750762795758% | $ 146,398.75 | | $ 112,614.42 | | $ 78,830.09 | | |
| | Jupiter Island | | 0.020873839646% | $ 4,070.40 | | $ 3,131.08 | | $ 2,191.75 | | |
| | Ocean Breeze Park | | 0.008270732393% | $ 1,612.79 | | $ 1,240.61 | | $ 868.43 | | |
| | Sewall's Point | | 0.008356072551% | $ 1,629.43 | | $ 1,253.41 | | $ 877.39 | | |
| | Stuart | | 0.081223857767% | $ 15,838.65 | | $ 12,183.58 | | $ 8,528.51 | | |
| Miami-Dade | | 5.232119784173% | | | $ 2,380,614.50 | | $ 1,831,241.92 | | $ 1,281,869.35 | |
| | Miami-Dade County | | 4.282797675552% | $ 835,145.55 | | $ 642,419.65 | | $ 449,693.76 | | |
| | Aventura | | 0.024619727885% | $ 4,800.85 | | $ 3,692.96 | | $ 2,585.07 | | |
| | Bal Harbour | | 0.010041086747% | $ 1,958.01 | | $ 1,506.16 | | $ 1,054.31 | | |
| | Bay Harbor Islands | | 0.004272455175% | $ 833.13 | | $ 640.87 | | $ 448.61 | | |
| | Biscayne Park | | 0.001134842535% | $ 221.29 | | $ 170.23 | | $ 119.16 | | |
| | Coral Gables | | 0.071780152131% | $ 13,997.13 | | $ 10,767.02 | | $ 7,536.92 | | |
| | Cutler Bay | | 0.009414653668% | $ 1,835.86 | | $ 1,412.20 | | $ 988.54 | | |
| | Doral | | 0.013977628531% | $ 2,725.64 | | $ 2,096.64 | | $ 1,467.65 | | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | El Portal | | 0.000924215760% | $ 180.22 | | $ 138.63 | | $ 97.04 | |
| | Florida City | | 0.003929278792% | $ 766.21 | | $ 589.39 | | $ 412.57 | |
| | Golden Beach | | 0.002847092951% | $ 555.18 | | $ 427.06 | | $ 298.94 | |
| | Hialeah | | 0.098015895785% | $ 19,113.10 | | $ 14,702.38 | | $ 10,291.67 | |
| | Hialeah Gardens | | 0.005452691411% | $ 1,063.27 | | $ 817.90 | | $ 572.53 | |
| | Homestead | | 0.024935668046% | $ 4,862.46 | | $ 3,740.35 | | $ 2,618.25 | |
| | Indian Creek | | 0.002543863026% | $ 496.05 | | $ 381.58 | | $ 267.11 | |
| | Key Biscayne | | 0.013683477346% | $ 2,668.28 | | $ 2,052.52 | | $ 1,436.77 | |
| | Medley | | 0.008748274131% | $ 1,705.91 | | $ 1,312.24 | | $ 918.57 | |
| | Miami | | 0.292793005448% | $ 57,094.64 | | $ 43,918.95 | | $ 30,743.27 | |
| | Miami Beach | | 0.181409572478% | $ 35,374.87 | | $ 27,211.44 | | $ 19,048.01 | |
| | Miami Gardens | | 0.040683650932% | $ 7,933.31 | | $ 6,102.55 | | $ 4,271.78 | |
| | Miami Lakes | | 0.007836768608% | $ 1,528.17 | | $ 1,175.52 | | $ 822.86 | |
| | Miami Shores | | 0.006287935516% | $ 1,226.15 | | $ 943.19 | | $ 660.23 | |
| | Miami Springs | | 0.006169911893% | $ 1,203.13 | | $ 925.49 | | $ 647.84 | |
| | North Bay Village | | 0.005160355974% | $ 1,006.27 | | $ 774.05 | | $ 541.84 | |
| | North Miami | | 0.030379280717% | $ 5,923.96 | | $ 4,556.89 | | $ 3,189.82 | |
| | North Miami Beach | | 0.030391990953% | $ 5,926.44 | | $ 4,558.80 | | $ 3,191.16 | |
| | Opa-locka | | 0.007847663096% | $ 1,530.29 | | $ 1,177.15 | | $ 824.00 | |
| | Palmetto Bay | | 0.007404620570% | $ 1,443.90 | | $ 1,110.69 | | $ 777.49 | |
| | Pinecrest | | 0.008296152866% | $ 1,617.75 | | $ 1,244.42 | | $ 871.10 | |
| | South Miami | | 0.007833137111% | $ 1,527.46 | | $ 1,174.97 | | $ 822.48 | |
| | Sunny Isles Beach | | 0.007693324511% | $ 1,500.20 | | $ 1,154.00 | | $ 807.80 | |
| | Surfside | | 0.004869836285% | $ 949.62 | | $ 730.48 | | $ 511.33 | |
| | Sweetwater | | 0.004116300842% | $ 802.68 | | $ 617.45 | | $ 432.21 | |
| | Virginia Gardens | | 0.001172973244% | $ 228.73 | | $ 175.95 | | $ 123.16 | |
| | West Miami | | 0.002654623657% | $ 517.65 | | $ 398.19 | | $ 278.74 | |
| Monroe | | 0.476388738585% | | | $ 216,756.88 | | $ 166,736.06 | | $ 116,715.24 |
| | Monroe County | | 0.330124785469% | $ 64,374.33 | | $ 49,518.72 | | $ 34,663.10 | |
| | Islamorada | | 0.022357305808% | $ 4,359.67 | | $ 3,353.60 | | $ 2,347.52 | |
| | Key Colony Beach | | 0.004751812661% | $ 926.60 | | $ 712.77 | | $ 498.94 | |
| | Key West | | 0.088087385417% | $ 17,177.04 | | $ 13,213.11 | | $ 9,249.18 | |
| | Layton | | 0.000150707089% | $ 29.39 | | $ 22.61 | | $ 15.82 | |
| | Marathon | | 0.030916742141% | $ 6,028.76 | | $ 4,637.51 | | $ 3,246.26 | |
| Nassau | | 0.476933463002% | | | $ 217,004.73 | | $ 166,926.71 | | $ 116,848.70 |
| | Nassau County | | 0.392706357951% | $ 76,577.74 | | $ 58,905.95 | | $ 41,234.17 | |
| | Callahan | | 0.000225152759% | $ 43.90 | | $ 33.77 | | $ 23.64 | |
| | Fernandina Beach | | 0.083159445195% | $ 16,216.09 | | $ 12,473.92 | | $ 8,731.74 | |
| | Hillard | | 0.000842507098% | $ 164.29 | | $ 126.38 | | $ 88.46 | |
| Okaloosa | | 0.819212865955% | | | $ 372,741.85 | | $ 286,724.50 | | $ 200,707.15 |
| | Okaloosa County | | 0.612059617545% | $ 119,351.63 | | $ 91,808.94 | | $ 64,266.26 | |
| | Cinco Bayou | | 0.000733562214% | $ 143.04 | | $ 110.03 | | $ 77.02 | |
| | Crestview | | 0.070440130066% | $ 13,735.83 | | $ 10,566.02 | | $ 7,396.21 | |
| | Destin | | 0.014678507281% | $ 2,862.31 | | $ 2,201.78 | | $ 1,541.24 | |
| | Fort Walton Beach | | 0.077837487644% | $ 15,178.31 | | $ 11,675.62 | | $ 8,172.94 | |
| | Laurel Hill | | 0.000079892914% | $ 15.58 | | $ 11.98 | | $ 8.39 | |
| | Mary Esther | | 0.009356549730% | $ 1,824.53 | | $ 1,403.48 | | $ 982.44 | |
| | Niceville | | 0.021745398713% | $ 4,240.35 | | $ 3,261.81 | | $ 2,283.27 | |
| | Shalimar | | 0.001824826796% | $ 355.84 | | $ 273.72 | | $ 191.61 | |
| | Valparaiso | | 0.010456893052% | $ 2,039.09 | | $ 1,568.53 | | $ 1,097.97 | |
| Okeechobee | | 0.353495278692% | | | $ 160,840.35 | | $ 123,723.35 | | $ 86,606.34 |
| | Okeechobee County | | 0.314543851405% | $ 61,336.05 | | $ 47,181.58 | | $ 33,027.10 | |
| | Okeechobee | | 0.038951427287% | $ 7,595.53 | | $ 5,842.71 | | $ 4,089.90 | |
| Orange | | 4.671028214546% | | | $ 2,125,317.84 | | $ 1,634,859.88 | | $ 1,144,401.91 |
| | Orange County | | 3.063330386979% | $ 597,349.43 | | $ 459,499.56 | | $ 321,649.69 | |
| | Apopka | | 0.097215150892% | $ 18,956.95 | | $ 14,582.27 | | $ 10,207.59 | |
| | Bay Lake | | 0.023566594013% | $ 4,595.49 | | $ 3,534.99 | | $ 2,474.49 | |
| | Belle Isle | | 0.010798253686% | $ 2,105.66 | | $ 1,619.74 | | $ 1,133.82 | |
| | Eatonville | | 0.008325204835% | $ 1,623.41 | | $ 1,248.78 | | $ 874.15 | |
| | Edgewood | | 0.009716067845% | $ 1,894.63 | | $ 1,457.41 | | $ 1,020.19 | |
| | Lake Buena Vista | | 0.010355211161% | $ 2,019.27 | | $ 1,553.28 | | $ 1,087.30 | |
| | Maitland | | 0.046728276209% | $ 9,112.01 | | $ 7,009.24 | | $ 4,906.47 | |
| | Oakland | | 0.005429086686% | $ 1,058.67 | | $ 814.36 | | $ 570.05 | |
| | Ocoee | | 0.066599822928% | $ 12,986.97 | | $ 9,989.97 | | $ 6,992.98 | |
| | Orlando | | 1.160248481490% | $ 226,248.45 | | $ 174,037.27 | | $ 121,826.09 | |
| | Windemere | | 0.007548064667% | $ 1,471.87 | | $ 1,132.21 | | $ 792.55 | |
| | Winter Garden | | 0.056264584996% | $ 10,971.59 | | $ 8,439.69 | | $ 5,907.78 | |
| | Winter Park | | 0.104903028159% | $ 20,456.09 | | $ 15,735.45 | | $ 11,014.82 | |
| Osceola | | 1.073452092940% | | | $ 488,420.70 | | $ 375,708.23 | | $ 262,995.76 |
| | Osceola County | | 0.837248691390% | $ 163,263.49 | | $ 125,587.30 | | $ 87,911.11 | |
| | Kissimmee | | 0.162366006872% | $ 31,661.37 | | $ 24,354.90 | | $ 17,048.43 | |
| | St. Cloud | | 0.073837394678% | $ 14,398.29 | | $ 11,075.61 | | $ 7,752.93 | |
| Palm Beach | | 8.601594372053% | | | $ 3,913,725.44 | | $ 3,010,558.03 | | $ 2,107,390.62 |
| | Palm Beach County | | 5.552548475026% | $ 1,082,746.95 | | $ 832,882.27 | | $ 583,017.59 | |
| | Atlantis | | 0.018751230169% | $ 3,656.49 | | $ 2,812.68 | | $ 1,968.88 | |
| | Belle Glade | | 0.020828445945% | $ 4,061.55 | | $ 3,124.27 | | $ 2,186.99 | |
| | Boca Raton | | 0.472069073961% | $ 92,053.47 | | $ 70,810.36 | | $ 49,567.25 | |

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|---|---|---|---|---|---|---|---|---|---|---|---|
| | Boynton Beach | | 0.306498271771% | $ | 59,767.16 | | $ | 45,974.74 | | $ | 32,182.32 | |
| | Briny Breezes | | 0.003257452012% | $ | 635.20 | | $ | 488.62 | | $ | 342.03 | |
| | Cloud Lake | | 0.000188837798% | $ | 36.82 | | $ | 28.33 | | $ | 19.83 | |
| | Delray Beach | | 0.351846579457% | $ | 68,610.08 | | $ | 52,776.99 | | $ | 36,943.89 | |
| | Glen Ridge | | 0.000526566694% | $ | 10.27 | | $ | 7.90 | | $ | 5.53 | |
| | Golf | | 0.004283349663% | $ | 835.25 | | $ | 642.50 | | $ | 449.75 | |
| | Greenacres | | 0.076424835657% | $ | 14,902.84 | | $ | 11,463.73 | | $ | 8,024.61 | |
| | Gulf Stream | | 0.010671151322% | $ | 2,080.87 | | $ | 1,600.67 | | $ | 1,120.47 | |
| | Haverhill | | 0.001084001589% | $ | 211.38 | | $ | 162.60 | | $ | 113.82 | |
| | Highland Beach | | 0.032510968934% | $ | 6,339.64 | | $ | 4,876.65 | | $ | 3,413.65 | |
| | Hypoluxo | | 0.005153092982% | $ | 1,004.85 | | $ | 772.96 | | $ | 541.07 | |
| | Juno Beach | | 0.016757538804% | $ | 3,267.72 | | $ | 2,513.63 | | $ | 1,759.54 | |
| | Jupiter Island | | 0.125466374888% | $ | 24,465.94 | | $ | 18,819.96 | | $ | 13,173.97 | |
| | Jupiter Inlet Colony | | 0.005276563849% | $ | 1,028.93 | | $ | 791.48 | | $ | 554.04 | |
| | Lake Clarke Shores | | 0.007560774903% | $ | 1,474.35 | | $ | 1,134.12 | | $ | 793.88 | |
| | Lake Park | | 0.029433275980% | $ | 5,739.49 | | $ | 4,414.99 | | $ | 3,090.49 | |
| | Lake Worth | | 0.117146617298% | $ | 22,843.59 | | $ | 17,571.99 | | $ | 12,300.39 | |
| | Lantana | | 0.024507151505% | $ | 4,778.89 | | $ | 3,676.07 | | $ | 2,573.25 | |
| | Loxahatchee Groves | | 0.002531152789% | $ | 493.57 | | $ | 379.67 | | $ | 265.77 | |
| | Manalapan | | 0.021632822333% | $ | 4,218.40 | | $ | 3,244.92 | | $ | 2,271.45 | |
| | Mangonia Park | | 0.010696571795% | $ | 2,085.83 | | $ | 1,604.49 | | $ | 1,123.14 | |
| | North Palm Beach | | 0.044349646256% | $ | 8,648.18 | | $ | 6,652.45 | | $ | 4,656.71 | |
| | Ocean Ridge | | 0.012786497807% | $ | 2,493.37 | | $ | 1,917.97 | | $ | 1,342.58 | |
| | Pahokee | | 0.004018250447% | $ | 783.56 | | $ | 602.74 | | $ | 421.92 | |
| | Palm Beach | | 0.185476848123% | $ | 36,167.99 | | $ | 27,821.53 | | $ | 19,475.07 | |
| | Palm Beach Gardens | | 0.233675880257% | $ | 45,566.80 | | $ | 35,051.38 | | $ | 24,535.97 | |
| | Palm Beach Shores | | 0.014135598612% | $ | 2,756.44 | | $ | 2,120.34 | | $ | 1,484.24 | |
| | Palm Springs | | 0.038021764282% | $ | 7,414.24 | | $ | 5,703.26 | | $ | 3,992.29 | |
| | Riviera Beach | | 0.163617057282% | $ | 31,905.33 | | $ | 24,542.56 | | $ | 17,179.79 | |
| | Royal Palm Beach | | 0.049295743959% | $ | 9,612.67 | | $ | 7,394.36 | | $ | 5,176.05 | |
| | South Bay | | 0.001830274040% | $ | 356.90 | | $ | 274.54 | | $ | 192.18 | |
| | South Palm Beach | | 0.005866681967% | $ | 1,144.00 | | $ | 880.00 | | $ | 616.00 | |
| | Tequesta | | 0.031893614595% | $ | 6,219.25 | | $ | 4,784.04 | | $ | 3,348.83 | |
| | Wellington | | 0.050183644758% | $ | 9,785.81 | | $ | 7,527.55 | | $ | 5,269.28 | |
| | West Palm Beach | | 0.549265602541% | $ | 107,106.79 | | $ | 82,389.84 | | $ | 57,672.89 | |
| Pasco | | 4.692087260494% | | | | $ 2,134,899.70 | | | $ 1,642,230.54 | | | $ 1,149,561.38 |
| | Pasco County | | 4.319205239813% | $ | 842,245.02 | | $ | 647,880.79 | | $ | 453,516.55 | |
| | Dade City | | 0.055819726723% | $ | 10,884.85 | | $ | 8,372.96 | | $ | 5,861.07 | |
| | New Port Richey | | 0.149879107494% | $ | 29,226.43 | | $ | 22,481.87 | | $ | 15,737.31 | |
| | Port Richey | | 0.049529975458% | $ | 9,658.35 | | $ | 7,429.50 | | $ | 5,200.65 | |
| | San Antonio | | 0.002189792155% | $ | 427.01 | | $ | 328.47 | | $ | 229.93 | |
| | St. Leo | | 0.002790804761% | $ | 544.21 | | $ | 418.62 | | $ | 293.03 | |
| | Zephyrhills | | 0.112672614089% | $ | 21,971.16 | | $ | 16,900.89 | | $ | 11,830.62 | |
| Pinellas | | 7.934889816777% | | | | $ 3,610,374.87 | | | $ 2,777,211.44 | | | $ 1,944,048.01 |
| | Pinellas County | | 4.546593184553% | $ | 886,585.67 | | $ | 681,988.98 | | $ | 477,392.28 | |
| | Belleair | | 0.018095745121% | $ | 3,528.67 | | $ | 2,714.36 | | $ | 1,900.05 | |
| | Belleair Beach | | 0.004261560686% | $ | 831.00 | | $ | 639.23 | | $ | 447.46 | |
| | Belleair Bluffs | | 0.007502670965% | $ | 1,463.02 | | $ | 1,125.40 | | $ | 787.78 | |
| | Belleair Shore | | 0.000439411029% | $ | 85.69 | | $ | 65.91 | | $ | 46.14 | |
| | Clearwater | | 0.633863120196% | $ | 123,603.31 | | $ | 95,079.47 | | $ | 66,555.63 | |
| | Dunedin | | 0.102440873796% | $ | 19,975.97 | | $ | 15,366.13 | | $ | 10,756.29 | |
| | Gulfport | | 0.047893986460% | $ | 9,339.33 | | $ | 7,184.10 | | $ | 5,028.87 | |
| | Indian Rocks Beach | | 0.008953453662% | $ | 1,745.92 | | $ | 1,343.02 | | $ | 940.11 | |
| | Indian Shores | | 0.011323004874% | $ | 2,207.99 | | $ | 1,698.45 | | $ | 1,188.92 | |
| | Kenneth City | | 0.017454786058% | $ | 3,403.68 | | $ | 2,618.22 | | $ | 1,832.75 | |
| | Largo | | 0.374192990777% | $ | 72,967.63 | | $ | 56,128.95 | | $ | 39,290.26 | |
| | Madeira Beach | | 0.022616957779% | $ | 4,410.31 | | $ | 3,392.54 | | $ | 2,374.78 | |
| | North Reddington Beach | | 0.003820333909% | $ | 744.97 | | $ | 573.05 | | $ | 401.14 | |
| | Oldsmar | | 0.039421706033% | $ | 7,687.23 | | $ | 5,913.26 | | $ | 4,139.28 | |
| | Pinellas Park | | 0.251666311991% | $ | 49,074.93 | | $ | 37,749.95 | | $ | 26,424.96 | |
| | Redington Beach | | 0.003611522882% | $ | 704.25 | | $ | 541.73 | | $ | 379.21 | |
| | Redington Shores | | 0.006451352841% | $ | 1,258.01 | | $ | 967.70 | | $ | 677.39 | |
| | Safety Harbor | | 0.038061710740% | $ | 7,422.03 | | $ | 5,709.26 | | $ | 3,996.48 | |
| | Seminole | | 0.095248695748% | $ | 18,573.50 | | $ | 14,287.30 | | $ | 10,001.11 | |
| | South Pasadena | | 0.029968921656% | $ | 5,843.94 | | $ | 4,495.34 | | $ | 3,146.74 | |
| | St. Pete Beach | | 0.071791046619% | $ | 13,999.25 | | $ | 10,768.66 | | $ | 7,538.06 | |
| | St. Petersburg | | 1.456593090134% | $ | 284,035.65 | | $ | 218,488.96 | | $ | 152,942.27 | |
| | Tarpon Springs | | 0.101970595050% | $ | 19,884.27 | | $ | 15,295.59 | | $ | 10,706.91 | |
| | Treasure Island | | 0.040652783215% | $ | 7,927.29 | | $ | 6,097.92 | | $ | 4,268.54 | |
| Polk | | 2.150483025298% | | | | $ 978,469.78 | | | $ 752,669.06 | | | $ 526,868.34 |
| | Polk County | | 1.558049828484% | $ | 303,819.72 | | $ | 233,707.47 | | $ | 163,595.23 | |
| | Auburndale | | 0.028636162584% | $ | 5,584.05 | | $ | 4,295.42 | | $ | 3,006.80 | |
| | Bartow | | 0.043971970660% | $ | 8,574.53 | | $ | 6,595.80 | | $ | 4,617.06 | |
| | Davenport | | 0.005305615818% | $ | 1,034.60 | | $ | 795.84 | | $ | 557.09 | |
| | Dundee | | 0.005597951255% | $ | 1,091.60 | | $ | 839.69 | | $ | 587.78 | |
| | Eagle Lake | | 0.002580177987% | $ | 503.13 | | $ | 387.03 | | $ | 270.92 | |
| | Fort Meade | | 0.007702403251% | $ | 1,501.97 | | $ | 1,155.36 | | $ | 808.75 | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| | Frostproof | | 0.0058576032 27% | $ 1,142.23 | | $ 878.64 | | $ 615.05 | | |
| | Haines City | | 0.0479847738 63% | $ 9,357.03 | | $ 7,197.72 | | $ 5,038.40 | | |
| | Highland Park | | 0.0000635511 82% | $ 12.39 | | $ 9.53 | | $ 6.67 | | |
| | Hillcrest Heights | | 0.0000054472 44% | $ 1.06 | | $ 0.82 | | $ 0.57 | | |
| | Lake Alfred | | 0.0074899607 29% | $ 1,460.54 | | $ 1,123.49 | | $ 786.45 | | |
| | Lake Hamilton | | 0.0025402315 30% | $ 495.35 | | $ 381.03 | | $ 266.72 | | |
| | Lakeland | | 0.2948756684 68% | $ 57,500.76 | | $ 44,231.35 | | $ 30,961.95 | | |
| | Lake Wales | | 0.0362931721 34% | $ 7,077.17 | | $ 5,443.98 | | $ 3,810.78 | | |
| | Mulberry | | 0.0054145607 02% | $ 1,055.84 | | $ 812.18 | | $ 568.53 | | |
| | Polk City | | 0.0010803700 93% | $ 210.67 | | $ 162.06 | | $ 113.44 | | |
| | Winter Haven | | 0.0970335760 87% | $ 18,921.55 | | $ 14,555.04 | | $ 10,188.53 | | |
| Putnam | | 0.3848931940 68% | | | $ 175,126.40 | | $ 134,712.62 | | $ 94,298.83 | |
| | Putnam County | | 0.3292259901 82% | $ 64,199.07 | | $ 49,383.90 | | $ 34,568.73 | | |
| | Crescent City | | 0.0055616362 94% | $ 1,084.52 | | $ 834.25 | | $ 583.97 | | |
| | Interlachen | | 0.0018774834 89% | $ 366.11 | | $ 281.62 | | $ 197.14 | | |
| | Palatka | | 0.0469552447 16% | $ 9,156.27 | | $ 7,043.29 | | $ 4,930.30 | | |
| | Pomona Park | | 0.0003794913 44% | $ 74.00 | | $ 56.92 | | $ 39.85 | | |
| | Welaka | | 0.0008933480 43% | $ 174.20 | | $ 134.00 | | $ 93.80 | | |
| Santa Rosa | | 0.7012673195 13% | | | $ 319,076.63 | | $ 245,443.56 | | $ 171,810.49 | |
| | Santa Rosa County | | 0.5925239842 16% | $ 115,542.18 | | $ 88,878.60 | | $ 62,215.02 | | |
| | Gulf Breeze | | 0.0619515079 06% | $ 12,080.54 | | $ 9,292.73 | | $ 6,504.91 | | |
| | Jay | | 0.0001597858 29% | $ 31.16 | | $ 23.97 | | $ 16.78 | | |
| | Milton | | 0.0466320415 62% | $ 9,093.25 | | $ 6,994.81 | | $ 4,896.36 | | |
| Sarasota | | 2.8050438575 79% | | | $ 1,276,294.96 | | $ 981,765.35 | | $ 687,235.75 | |
| | Sarasota County | | 1.9243152632 51% | $ 375,241.48 | | $ 288,647.29 | | $ 202,053.10 | | |
| | Longboat Key | | 0.0444894588 56% | $ 8,675.44 | | $ 6,673.42 | | $ 4,671.39 | | |
| | North Port | | 0.2096117712 77% | $ 40,874.30 | | $ 31,441.77 | | $ 22,009.24 | | |
| | Sarasota | | 0.4842799796 35% | $ 94,434.60 | | $ 72,642.00 | | $ 50,849.40 | | |
| | Venice | | 0.1423473845 60% | $ 27,757.74 | | $ 21,352.11 | | $ 14,946.48 | | |
| Seminole | | 2.1411482645 44% | | | $ 974,222.46 | | $ 749,401.89 | | $ 524,581.32 | |
| | Seminole County | | 1.5086941648 39% | $ 294,195.36 | | $ 226,304.12 | | $ 158,412.89 | | |
| | Altamonte Springs | | 0.0813055664 30% | $ 15,854.59 | | $ 12,195.83 | | $ 8,537.08 | | |
| | Casselberry | | 0.0800345427 91% | $ 15,606.74 | | $ 12,005.18 | | $ 8,403.63 | | |
| | Lake Mary | | 0.0797676278 27% | $ 15,554.69 | | $ 11,965.14 | | $ 8,375.60 | | |
| | Longwood | | 0.0617100134 15% | $ 12,033.45 | | $ 9,256.50 | | $ 6,479.55 | | |
| | Oviedo | | 0.1031308580 57% | $ 20,110.52 | | $ 15,469.63 | | $ 10,828.74 | | |
| | Sanford | | 0.1642434903 62% | $ 32,027.48 | | $ 24,636.52 | | $ 17,245.57 | | |
| | Winter Springs | | 0.0622620008 24% | $ 12,141.09 | | $ 9,339.30 | | $ 6,537.51 | | |
| St. Johns | | 0.7103333495 54% | | | $ 323,201.67 | | $ 248,616.67 | | $ 174,031.67 | |
| | St. Johns County | | 0.6563348181 31% | $ 127,985.29 | | $ 98,450.22 | | $ 68,915.16 | | |
| | Hastings | | 0.0000108944 88% | $ 2.12 | | $ 1.63 | | $ 1.14 | | |
| | Marineland | | 0.0000000000 00% | $ - | | $ - | | $ - | | |
| | St. Augustine | | 0.0465103864 42% | $ 9,069.53 | | $ 6,976.56 | | $ 4,883.59 | | |
| | St. Augustine Beach | | 0.0074772504 93% | $ 1,458.06 | | $ 1,121.59 | | $ 785.11 | | |
| St. Lucie | | 1.5066278435 52% | | | $ 685,515.67 | | $ 527,319.75 | | $ 369,123.82 | |
| | St. Lucie County | | 0.9561565843 02% | $ 186,450.53 | | $ 143,423.49 | | $ 100,396.44 | | |
| | Fort Pierce | | 0.1595352556 54% | $ 31,109.37 | | $ 23,930.29 | | $ 16,751.20 | | |
| | Port St. Lucie | | 0.3908034534 89% | $ 76,206.67 | | $ 58,620.52 | | $ 41,034.36 | | |
| | St. Lucie Village | | 0.0001325496 08% | $ 25.85 | | $ 19.88 | | $ 13.92 | | |
| Sumter | | 0.3263988704 59% | | | $ 148,511.49 | | $ 114,239.60 | | $ 79,967.72 | |
| | Sumter County | | 0.3022730260 46% | $ 58,943.24 | | $ 45,340.95 | | $ 31,738.67 | | |
| | Bushnell | | 0.0066075071 74% | $ 1,288.46 | | $ 991.13 | | $ 693.79 | | |
| | Center Hill | | 0.0013127858 44% | $ 255.99 | | $ 196.92 | | $ 137.84 | | |
| | Coleman | | 0.0007480881 99% | $ 145.88 | | $ 112.21 | | $ 78.55 | | |
| | Webster | | 0.0014235464 76% | $ 277.59 | | $ 213.53 | | $ 149.47 | | |
| | Wildwood | | 0.0140339167 21% | $ 2,736.61 | | $ 2,105.09 | | $ 1,473.56 | | |
| Suwannee | | 0.1910148796 92% | | | $ 86,911.77 | | $ 66,855.21 | | $ 46,798.65 | |
| | Suwannee County | | 0.1610278005 55% | $ 31,400.42 | | $ 24,154.17 | | $ 16,907.92 | | |
| | Branford | | 0.0009296630 04% | $ 181.28 | | $ 139.45 | | $ 97.61 | | |
| | Live Oak | | 0.0290574161 32% | $ 5,666.20 | | $ 4,358.61 | | $ 3,051.03 | | |
| Taylor | | 0.0921818972 82% | | | $ 41,942.76 | | $ 32,263.66 | | $ 22,584.56 | |
| | Taylor County | | 0.0699698513 19% | $ 13,644.12 | | $ 10,495.48 | | $ 7,346.83 | | |
| | Perry | | 0.0222120459 63% | $ 4,331.35 | | $ 3,331.81 | | $ 2,332.26 | | |
| Union | | 0.0651563032 24% | | | $ 29,646.12 | | $ 22,804.71 | | $ 15,963.29 | |
| | Union County | | 0.0636292591 09% | $ 12,407.71 | | $ 9,544.39 | | $ 6,681.07 | | |
| | Lake Butler | | 0.0013981260 03% | $ 272.63 | | $ 209.72 | | $ 146.80 | | |
| | Raiford | | 0.0000127102 36% | $ 2.48 | | $ 1.91 | | $ 1.33 | | |
| | Worthington Springs | | 0.0001162078 76% | $ 22.66 | | $ 17.43 | | $ 12.20 | | |
| Volusia | | 3.1303296744 80% | | | $ 1,424,300.00 | | $ 1,095,615.39 | | $ 766,930.77 | |
| | Volusia County | | 1.7085753422 87% | $ 333,172.19 | | $ 256,286.30 | | $ 179,400.41 | | |
| | Daytona Beach | | 0.4475564752 12% | $ 87,273.51 | | $ 67,133.47 | | $ 46,993.43 | | |
| | Daytona Beach Shores | | 0.0397430934 39% | $ 7,749.90 | | $ 5,961.46 | | $ 4,173.02 | | |
| | DeBary | | 0.0352836162 15% | $ 6,880.31 | | $ 5,292.54 | | $ 3,704.78 | | |
| | DeLand | | 0.0989836894 98% | $ 19,301.82 | | $ 14,847.55 | | $ 10,393.29 | | |
| | Deltona | | 0.1993291900 38% | $ 38,869.19 | | $ 29,899.38 | | $ 20,929.56 | | |
| | Edgewater | | 0.0580422023 43% | $ 11,318.23 | | $ 8,706.33 | | $ 6,094.43 | | |
| | Flagler Beach | | 0.0002233370 11% | $ 43.55 | | $ 33.50 | | $ 23.45 | | |

| | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | Holly Hill | | 0.031615805143% | $ 6,165.08 | | $ 4,742.37 | | $ 3,319.66 | | | |
| | Lake Helen | | 0.004918861482% | $ 959.18 | | $ 737.83 | | $ 516.48 | | | |
| | New Smyrna Beach | | 0.104065968306% | $ 20,292.86 | | $ 15,609.90 | | $ 10,926.93 | | | |
| | Oak Hill | | 0.004820811087% | $ 940.06 | | $ 723.12 | | $ 506.19 | | | |
| | Orange City | | 0.033562287058% | $ 6,544.65 | | $ 5,034.34 | | $ 3,524.04 | | | |
| | Ormond Beach | | 0.114644516477% | $ 22,355.68 | | $ 17,196.68 | | $ 12,037.67 | | | |
| | Pierson | | 0.002333236251% | $ 454.98 | | $ 349.99 | | $ 244.99 | | | |
| | Ponce Inlet | | 0.023813535748% | $ 4,643.64 | | $ 3,572.03 | | $ 2,500.42 | | | |
| | Port Orange | | 0.177596501562% | $ 34,631.32 | | $ 26,639.48 | | $ 18,647.63 | | | |
| | South Daytona | | 0.045221205323% | $ 8,818.14 | | $ 6,783.18 | | $ 4,748.23 | | | |
| Wakulla | | 0.115129321208% | | | $ 52,383.84 | | $ 40,295.26 | | $ 28,206.68 | | |
| | Wakulla County | | 0.114953193647% | $ 22,415.87 | | $ 17,242.98 | | $ 12,070.09 | | | |
| | Sopchoppy | | 0.000107129135% | $ 20.89 | | $ 16.07 | | $ 11.25 | | | |
| | St. Marks | | 0.000068998426% | $ 13.45 | | $ 10.35 | | $ 7.24 | | | |
| Walton | | 0.268558216151% | | | $ 122,193.99 | | $ 93,995.38 | | $ 65,796.76 | | |
| | Walton County | | 0.224268489581% | $ 43,732.36 | | $ 33,640.27 | | $ 23,548.19 | | | |
| | DeFuniak Springs | | 0.017057137234% | $ 3,326.14 | | $ 2,558.57 | | $ 1,791.00 | | | |
| | Freeport | | 0.003290135477% | $ 641.58 | | $ 493.52 | | $ 345.46 | | | |
| | Paxton | | 0.023942453860% | $ 4,668.78 | | $ 3,591.37 | | $ 2,513.96 | | | |
| Washington | | 0.120124444109% | | | $ 54,656.62 | | $ 42,043.56 | | $ 29,430.49 | | |
| | Washington County | | 0.104908475404% | $ 20,457.15 | | $ 15,736.27 | | $ 11,015.39 | | | |
| | Caryville | | 0.001401757499% | $ 273.34 | | $ 210.26 | | $ 147.18 | | | |
| | Chipley | | 0.012550450560% | $ 2,447.34 | | $ 1,882.57 | | $ 1,317.80 | | | |
| | Ebro | | 0.000221521263% | $ 43.20 | | $ 33.23 | | $ 23.26 | | | |
| | Vernon | | 0.000361333863% | $ 70.46 | | $ 54.20 | | $ 37.94 | | | |
| | Wausau | | 0.000680905521% | $ 132.78 | | $ 102.14 | | $ 71.50 | | | |
| | | 100.00% | 100.00% | $ 19,500,000.00 | $ 45,500,000.00 | $ 15,000,000.00 | $ 35,000,000.00 | $ 10,500,000.00 | $ 24,500,000.00 | | |

*Office of the Mayor*

# Village of Palm Springs, Florida

# Proclamation

**WHEREAS,** parks and recreation programs enhance our quality of life by contributing to a healthy lifestyle, increasing communication skills, building self-esteem, teaching life skills and providing places for enjoyment; and

**WHEREAS,** parks and recreation programs boost the economy, enhance property values, attract new business, increase tourism and reduce crime; and

**WHEREAS,** our parks and trails ensure ecological beauty, provide space to enjoy nature, help maintain clean air and water and preserve plants and wildlife; and

**WHEREAS,** therapeutic recreation and leisure education are essential to the rehabilitation of individuals who have been ill or disabled; and

**WHEREAS,** Florida recognizes the benefits derived from quality public and private recreation and park resources at the local and state level, and that its citizens, visitors and wildlife deserve clean air and surroundings free from tobacco related pollution and hazards.

**NOW, THEREFORE, I, BEV SMITH,** Mayor of the Village of Palm Springs, Florida, do hereby proclaim **JULY 2021 as:**

***"Parks and Recreation Month in Palm Springs"***




*In witness whereof I have herunto set my hand and caused the seal of this city to be affixed*

*Mayor* Beverly Smith

*Date* July 8, 2021

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Library

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**ITEM 7.2:**

Presentation - Village of Palm Springs Youth Ambassador Program Grant Awards - Funded Through the National League of Cities Census & Local Democracy Program

**SUMMARY:**

The Village Council is expected to present a grant award to four (4) local schools that have participated with the Village of Palm Springs' Youth Ambassador Program and has met all requirements as provided within this program.

In September 2020, the Village received a Census and Local Democracy Grant from the National League of Cities in the amount of $10,000 to support the engagement and education of our community on the importance of the US Census as well as voting and participating within our government process.

With the challenges of COVID-19, the Village's Library staff proposed and developed a Youth Ambassador Program in an effort to meet the grant's objective. Thus, our staff partnered with local schools who were interested in participating in the program as well as receiving a grant award in the amount of $2,500 from the Village for their participation within this important program.

A total of four (4) local schools participated within the Village's Youth Ambassador Program. Inclusion within this new program required each school to prepare/develop a program outline describing the US Census, voting and government curriculum that they would commit to

utilizing to educate the students (from Kindergarten to 6th Grade). Additionally, each school was required to provide photos of the children participating within program activities and their work.

Virtual meetings were held with each school (the Village Manager, Assistant Village Manager and Library Director all participated) to provide the students with an overview of Village services, Village Council responsibilities and the importance of voting and participating within the US Census. Additionally, the students were provided with the opportunity to ask questions about Village services and programs as well as voting and the US Census.

The four (4) local schools that participated within the Village of Palm Springs Youth Ambassador Program and are recommended to receive a $2,500 grant award from the Village include:

- C.O. TAYLOR KIRKLANE ELEMENTARY
- PALM SPRINGS ELEMENTARY
- PALM SPRINGS MIDDLE
- ST LUKE CATHOLIC SCHOOL

The Village Council is expected to approve this recommendation on July 8, 2021 and, if approved, will present the awardee with a grant check during the July 8, 2021 Village Council Meeting.

**FISCAL IMPACT:**

Funding to support the proposed awards was provided by the National League of Cities to the Village of Palm Springs (to be distributed to local community schools participating within the Village's Youth Ambassador Program) and is available within the FY 2021 Budget - General Fund.

**ATTACHMENTS:**

Village of Palm Springs Youth Ambassador Program



# Village of Palm Springs Youth Ambassador Program

## NLC Census & Local Democracy Grant

Schools that participated in this program:

C.O. Taylor Kirklane

Palm Springs Elementary

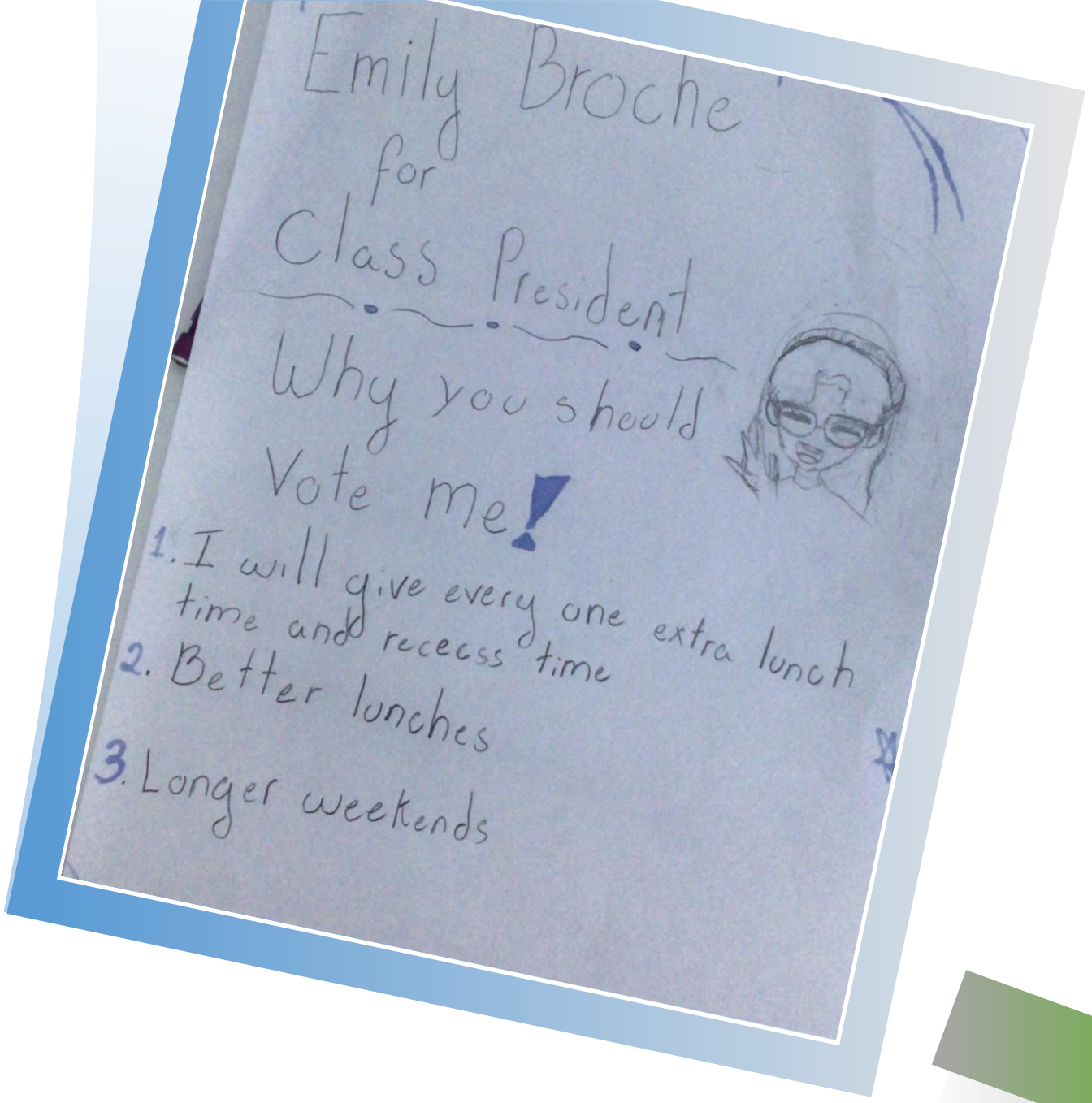
Palm Springs Middle

St. Luke Catholic School



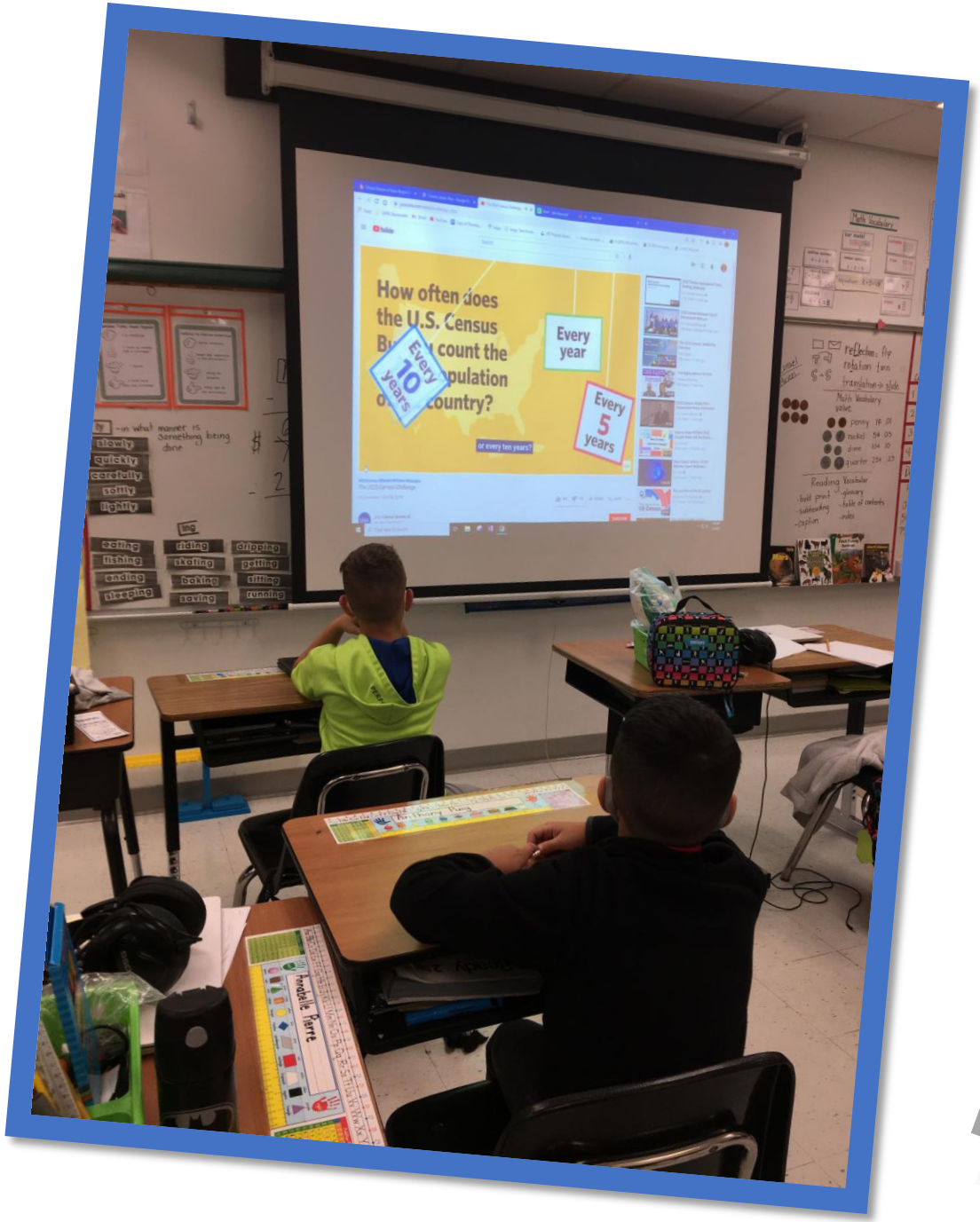
# Voting

**Students learned about the importance of voting at Kirklane.**



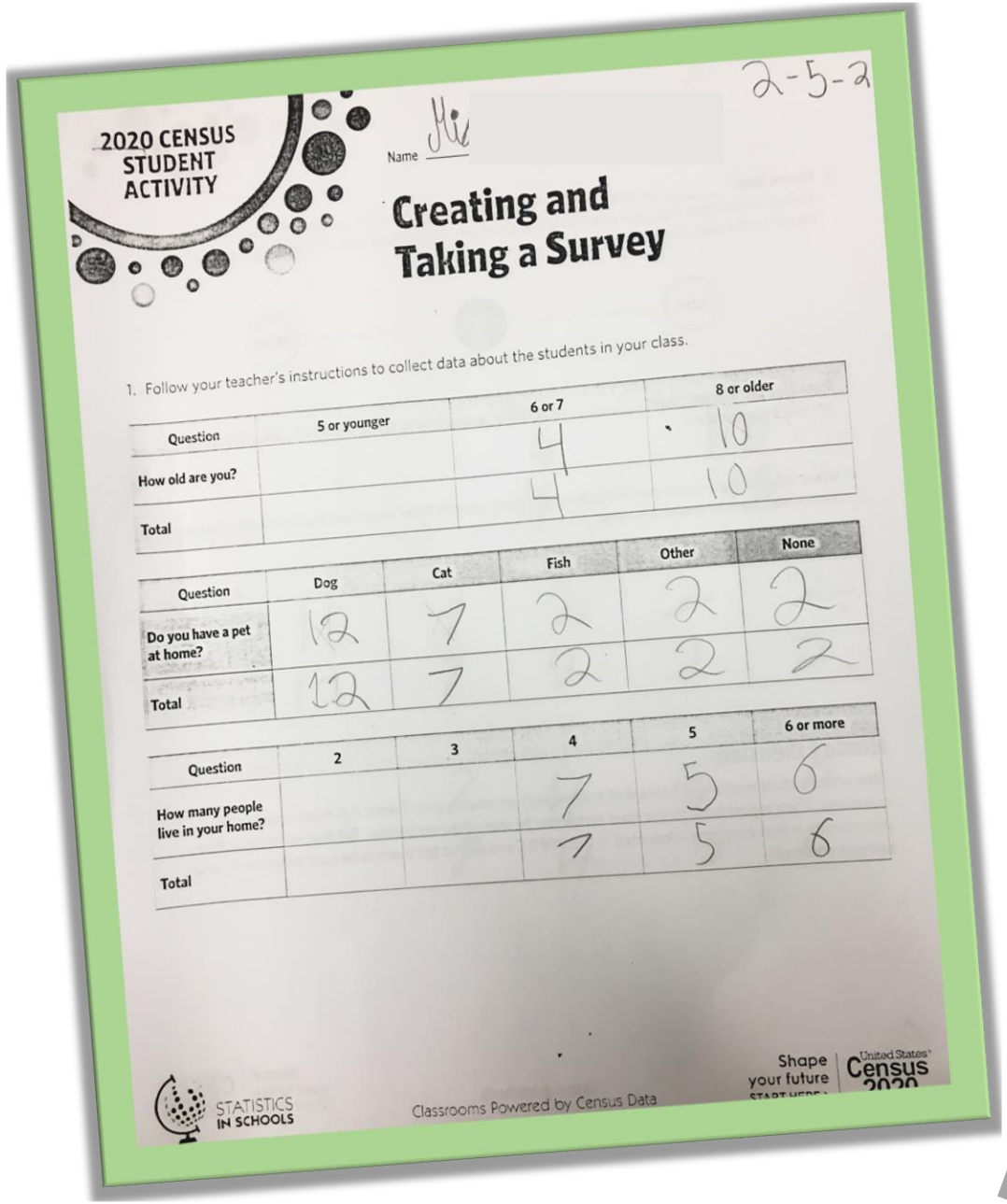
# Census

**Students from Palm Springs Elementary learn about how often the Census is held.**



# Surveys

**Surveys from students at PS Elementary shows how data can be collected.**



2020 CENSUS STUDENT ACTIVITY

Name Mi

2-5-2

## Creating and Taking a Survey

1. Follow your teacher's instructions to collect data about the students in your class.

| Question | 5 or younger | 6 or 7 | 8 or older |
|---|---|---|---|
| How old are you? | | 4 | 10 |
| Total | | 4 | 10 |

| Question | Dog | Cat | Fish | Other | None |
|---|---|---|---|---|---|
| Do you have a pet at home? | 12 | 7 | 2 | 2 | 2 |
| Total | 12 | 7 | 2 | 2 | 2 |

| Question | 2 | 3 | 4 | 5 | 6 or more |
|---|---|---|---|---|---|
| How many people live in your home? | | | 7 | 5 | 6 |
| Total | | | 7 | 5 | 6 |

STATISTICS IN SCHOOLS

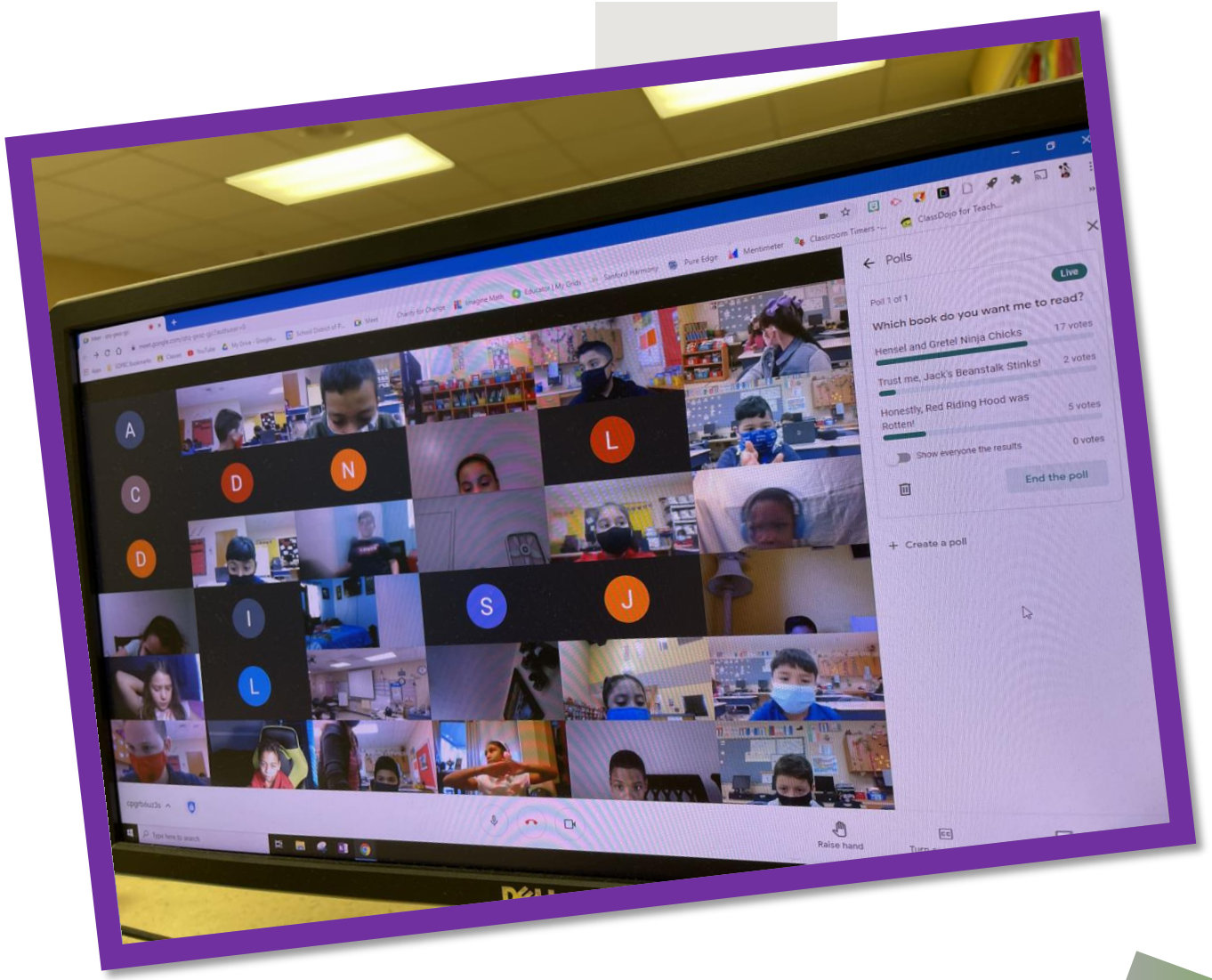
Classrooms Powered by Census Data

Shape your future

United States Census 2020

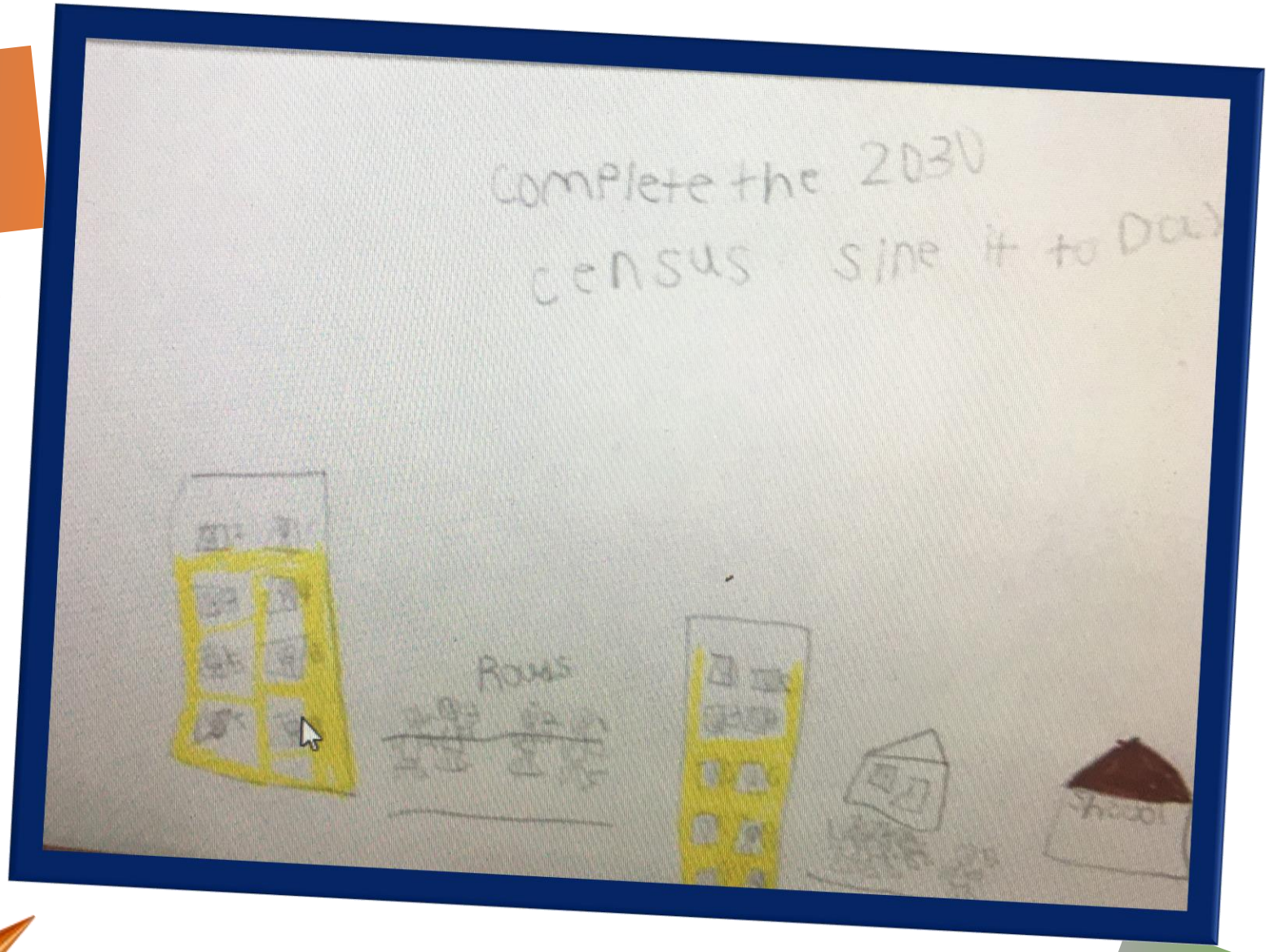
# Surveys

**Kirklane students perform an online survey during online classes.**



# Preparing the 2030 Census

**Students prepare advertising instructions for the 2030 Census at PS Elemenatry.**

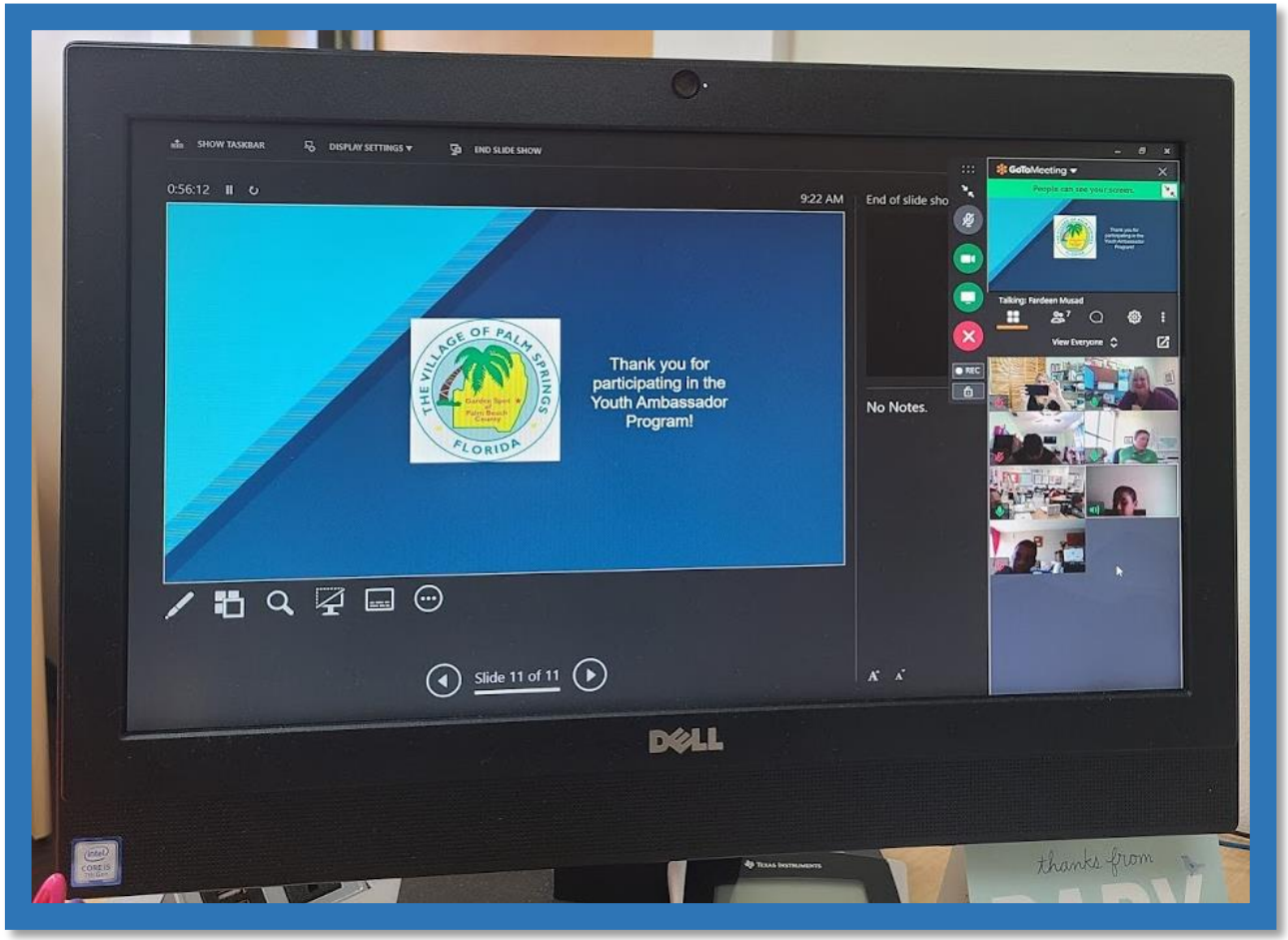


# Citizenship



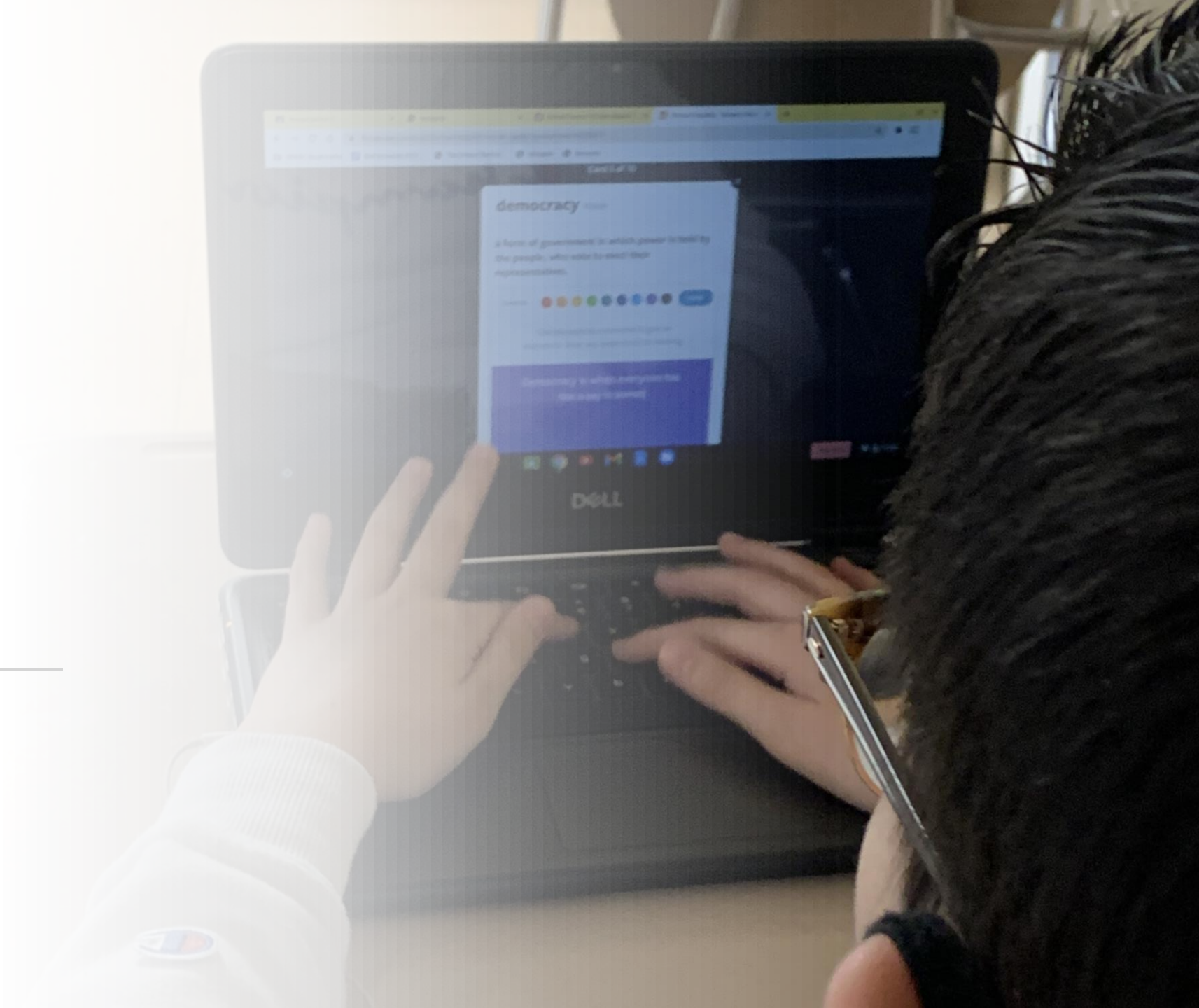



St. Luke students learning about being a good citizen.




**Virtual meeting with Village of Palm Springs Government Officials and PBC schools to discuss how government runs.**

# Thank You!



# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM 9.1:** Ordinance No. 2021-06 - Land Use and Rezoning (Small-Scale) Amendments - Boatman's Hammock - 4445 Boatman Street and Vacant Lot on Todd Street *(Quasi-Judicial Hearing) [First Reading]*

**SUMMARY:**

Mr. William Sargent, agent for K. Hovnanian SE Florida Division (Applicant), is requesting a small-scale land use plan amendment and rezoning on 5.44 acres (comprised of two unified parcels) located at 4445 Boatman Street and a Vacant Lot on Todd Street to facilitate a Multi-Family (townhome) development project.

The proposed small-scale land use and zoning changes would be from existing Palm Springs to new Palm Springs designations and the combined properties are less than 10 acres in size (5.44 acres total) and are planned for urban (residential) use:

| Existing Village Future Land Use | Proposed Village Future Land Use | Existing Village Zoning | Proposed Village Zoning |
|---|---|---|---|
| Commercial | Medium Density Residential (up to 10 du/ac) | Commercial General (CG) | Residential Multiple-Family (RM) |

The Applicant is requesting that the property be designated with the Village's Medium-Density Residential future land use category (10 du/ac), which would allow up to a maximum intensity of 54 residential dwelling units. The property was annexed into the Village of Palm Springs in 2016 and assigned Village Commercial and Commercial General future land use and zoning designations, respectively.

Note: The subject property is bound to the west by Commercial land use and to the north,

south, and east by Residential land uses [Palm Beach County Medium Density Residential 5 (MR5) and Village Medium Density Residential land use].

The Applicant is concurrently requesting site plan approval (SPR21-09) and three (3) waivers for Residential Planned Development (RPD) to construct 54 two-story fee simple townhomes within 9 buildings. The proposed community would have access via Boatman Street. Amenities are expected to include a swimming pool, tot lot, play knoll with fitness equipment, and an open field for lawn games.

The Applicant is requesting three (3) waivers for the proposed RPD site plan:

1. Relief from Sec. 34-164 - Allow 10% of the building facades to receive foundation planting areas rather than the minimum required 25% of the building facades facing a street
2. Relief from Sec. 34-1063(a)(1) - Allow one sidewalk along the street rather than the required sidewalks on both sides of the street
3. Relief from Sec. 34-766(1) - Allow 54 townhomes to be constructed on a 5.44 acre property rather than the 11.47 acres minimum parcel size required in the RM district

The proposed site plan with waivers is presented (within this item) for informational purposes only (no action required at this time). If the proposed small-scale land use map and rezoning amendments are approved on 2nd and final reading, the proposed site plan will be considered by the Village Council under a separate Resolution on August 26, 2021.

Note: The Village does not typically place conditions of approval on future land use map changes. The legislative decision as to the appropriateness of the land use, irrespective of potential development plans, is generally made with consideration on compatibility, impact on services and need for the land use to fulfill Village redevelopment and growth objectives.

The proposed request was submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

Note: IPARC is designated to provide coordination of proposed plan amendments, cooperation between affected local government and service providers and provides opportunities to resolve potential disputes only within the plan amendment process.

The Planning and Zoning Board considered this application during their June 8, 2021 meeting and recommended approval.

The Local Planning Agency (LPA) will consider this item during their July 8, 2021 meeting and their recommendation will be shared with the Village Council prior to consideration.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on August 26, 2021.

**FISCAL IMPACT:**

The proposed land use and rezoning amendments are not expected provide a direct fiscal impact to the Village; however, it would facilitate development that will increase the Village's property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

This property is located within the Palm Springs CRA - Lake Worth District and redevelopment would result in increased TIF revenue.

**ATTACHMENTS:**

Proposed Ordinance No. 2021-06 - Comprehensive Plan (Small Scale) Land Use and Rezoning Amendment - 4445 Boatman Street and Vacant Lot on Boatman Street
Exhibit "A" Staff Report & Conditions of Approval (For Informational Purposes Only)
Applicant's Justification Statements
Proposed Site Plan, Landscape Plans, Building Elevations (For Informational Purposes Only)
Colored Site Plan and Renderings (For Informational Purposes Only)
Aerial, Location, FLU and Zoning Map
Advertisement for Ordinance No. 2021-06 Small Scale - 4445 Boatman Street and Vacant Lot on Boatman Street

**ORDINANCE NO. 2021-06**

(SMALL SCALE LAND USE AMENDMENT & REZONING)

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR A 5.44-ACRE PARCEL OF TWO LOTS UNIFIED THAT IS CURRENTLY VACANT AND PLANNED FOR "MEDIUM DENSITY RESIDENTIAL" LOCATED ON TWO (2) UNIFIED PARCELS AT 4445 BOATMAN STREET AND A VACANT LOT ON TODD STREET, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF "COMMERCIAL" TO A FUTURE LAND USE DESIGNATION OF "MEDIUM DENSITY RESIDENTIAL"; FURTHER CHANGING THE ZONING DESIGNATION FROM "COMMERCIAL GENERAL (CG)" DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF "RESIDENTIAL MULTIPLE-FAMILY (RM)" DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Village has determined the need to amend the land use and zoning designations for a parcel less than 10 acres in size (5.44 acres) that is currently vacant, and is currently proposed for "medium density residential" use located at the southern terminus of Patio Court (unassigned address); and

**WHEREAS**, the Village will initiate the small-scale land use and zoning changes from the existing Village of Palm Springs designations. The subject property is less than 10 acres in size; and

**WHEREAS,** there is a limitation of ten (10) dwelling units maximum on the property; and

**WHEREAS,** the Village has adopted a Comprehensive Plan pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act (the "Act"); and

**WHEREAS,** the Village Council, sitting as the Village's Local Planning Agency (the "LPA") will consider this item on July 8, 2021 and their recommendation will be provided to the Council prior to consideration; and

**WHEREAS,** the Village Council has considered the request of Village Staff for small-scale land use amendments and re-zoning designation; and

**WHEREAS,** the Village Council has determined that granting the request for land use amendment and rezoning serves a valid public purpose.

**NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:**

**Section 1. Findings.** The Village Council finds the above statements are true and correct and serve as a basis for consideration of this ordinance.

**Section 2. Future Land Use.** The Future Land Use designation in the Village's Comprehensive Land Use Plan for the lands described herein, as more particularly designated in "**Exhibit A"** shall be established as "Medium Density Residential" land uses. Until such time as the appeal period expires, (if challenged, the new zoning is not effective until such time as the state land planning agency or the Administration Commission issues a final order of compliance) but not sooner than 31 days following the effective date of this ordinance, all development of said lands shall be subject to the requirement of the existing Village Land Use Plan, Zoning, and Subdivision regulations.

**Section 3. Zoning.** Concurrent with said small-scale land use amendment, the Land Development (Zoning) District designation on the official Village of Palm Springs Zoning Map shall be established as "Residential Multiple-Family (RM)", more particularly designated in **Exhibit "A"**, subject to the approval and appeal period stated in Section 2, above.

**Section 4. Directions to the Village Clerk.** The Village Clerk is hereby authorized and directed to forthwith cause the designation of the zoning of the property described in the attached "**Exhibit A",** as set forth in Section 3 of this Ordinance, on the official Village of Palm Springs Zoning Map.

**Section 5. Repeal of Conflicting Ordinances.** All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

**Section 6. Severability.** If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

**Section 7. Effective Date.** This Ordinance shall become effective immediately

upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

| | Aye | Nay | Absent |
|---|---|---|---|
| BEV SMITH, MAYOR | ☐ | ☐ | ☐ |
| GARY READY, VICE MAYOR | ☐ | ☐ | ☐ |
| DOUG GUNTHER, MAYOR PRO TEM | ☐ | ☐ | ☐ |
| PATTI WALLER, COUNCIL MEMBER | ☐ | ☐ | ☐ |
| JONI BRINKMAN, COUNCIL MEMBER | ☐ | ☐ | ☐ |

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, this _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading_____

Second Reading_____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Small-Scale Land Use Amendment, Rezoning and Site Development Plan (Residential Planned Development Site Plan with Waivers) - Boatman Hammock – 4445 Boatman St & Vacant lot on Todd St.

| Application Summary | | | |
|---|---|---|---|
| Applicant / Petitioner | K. Hovnanian SE Florida Division, LLC. | Submittal Date | 3/1/2021 |
| Reference Name | Boatman's Hammock | Case Number | SPR21-09 |
| | | Parcel Control No | 70-42-44-24-00-000-5670 & 70-42-44-24-32-010-0160 |
| Location | Assembly of the properties 4445 Boatman St & vacant lot on Todd St | Site Area | ±5.44 acres |
| P&Z Bd Meeting | June 8, 2021 | Local Planning Agency | July 8, 2021 |
| Council Meeting (1st Reading) | July 8, 2021 | Council Meeting (2nd Reading) | August 26, 2021 |

| Requests | |
|---|---|
| Proposed Use(s) | Small-Scale Land Use Amendment of the Future Land Use Map to change the land use from Commercial to Medium Density Residential, concurrent with Rezoning from Commercial General (CG) to Residential Multiple-Family and a Planned Development Site Plan for construction of 54 two-story townhomes within nine buildings. |
| Number of Buildings | 9 Buildings (approximately 56,061 SF total) |
| Waivers | 1. Requesting a waiver from Sec.34-164 to allow 10% foundation planting instead of 25% minimum required of the linear feet of building façade facing a street.<br>2. Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway interconnected with other pedestrian ways instead of sidewalks on both sides of the main street.<br>3. Requesting a waiver from Sec.34-766(1) to allow the construction of 54 residential dwelling units within 5.44 acres instead of 11.47 acres minimum required within the RM district. |

| Parking | | | |
|---|---|---|---|
| Code | Required | Provided | Meets Requirement |
| Total Parking | Total of 169 parking needed<br>2.5/ DU + 25% for guest | 189 spaces total<br>54 garages spaces<br>108 driveway spaces (2 per unit)<br>27 guest spaces | Yes |

| Setbacks | | | |
|---|---|---|---|
| Code | Required Minimum | Proposed | Meets Requirement |
| Front yard (South) | 25' | 31' | Yes |
| Rear yard (North) | 20' | 61' | Yes |
| Side yard (East & West) | 20' | Residence 29'<br>Pool cabana building 20' | Yes |

| Site Characteristics | | | |
|---|---|---|---|
| Existing Use | Vacant lot & Multi-Family Homes | Proposed Use | Residential Multiple Family |
| Existing Zoning | Commercial General (CG) | Proposed Zoning | Residential Multiple-Family (RM) |
| Existing Future Land Use | Commercial | Proposed Future Land Use | Medium Density Residential |
| Proposed Density | 10 du/acres | | |

| Surrounding Existing Land Use, Future Land Use, and Zoning | | | |
|---|---|---|---|
| Direction | Existing Use | Future Land Use | Zoning District |
| North | Multi-Family Residences | Medium Density Residential (MR5) - unincorporated | Multi-Family Residential (RM) - unincorporated |
| South | Nursing Home | Medium Density Residential | Residential Multi-Family (RM) |
| East | Single-Family Residences | Medium Density Residential | Residential Multi-Family (RM) |
| West | Commercial (auto repair and general businesses) | Commercial | Commercial General (CG) |
| Recommendation | | | |
| Planning, Zoning & Building Staff recommends conditional approval of the new residential Medium density planned development site plan, as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan, compatibility with surrounding uses and generally consistent with the CRA Lake Worth Road District objectives.<br>Planning & Zoning Board considered the application during their regular meeting on June 8, 2021 and recommended approval - motion was carried 5-0. | | | |




I. Site History

- Ordinance 2014-31: Annexation

The property located at Todd Street, was voluntarily annexed into the Village of Palm Springs on December 11, 2014 and concurrently designated with the Village's Future Land Use and Land Development District of Commercial and Commercial General, respectively.

- Resolution 2014-54: Annexation

The property located at 4445 Boatman Street, was annexed into the Village of Palm Springs via interlocal agreement with Palm Beach County, the agreement was executed by Palm Beach County on January 13, 2015, and the Village Council approved the annexation on December 11, 2014.

## II. Comprehensive Plan Consistency

- The subject property's Future Land Use designation and Zoning are Commercial and Commercial General (CG), respectively. The proposed small-scale land use amendment is to assign the Village's Future Land Use of Medium Density Residential. Concurrently, rezoning from the CG district to Residential Multiple-Family is requested, and is supported with a planned development site plan. All requests are consistent with goals, objectives and policies of the Village's Comprehensive Plan.

## III. Waivers Requested

The applicant is seeking the following waivers:

Waiver #1: The applicant is requesting a waiver relief from Sec.34-164 to allow 10% foundation planting instead of 25% minimum required of the linear feet of building façade facing a street.

Waiver #2: The applicant is requesting a waiver relief from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway interconnected with other pedestrian ways instead of sidewalks on both sides of the main street.

Waiver #3: The applicant is requesting a waiver relief from Sec.34-766(1) to allow the construction of 54 residential dwelling units within 5.44 acres instead of 11.47 acres minimum required within the RM district.

The applicant's full justification to the waivers is attached hereto.

a. <u>The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.</u>

Waiver 1: The request in-line with the Village's Comprehensive Plan and Land Development Code. The waiver request is not detrimental to the public health, safety, and `welfare of the area. Increased plantings in the rear of the building increase the residential security and provides for the natural landscaping typical of a foundation planting.

Waiver 2: The waiver request is in harmony and consistent with the intent and purpose of the Village's Comprehensive Plan and Land Development Code. The waiver will not be injurious to the area involved as marked crosswalks are provided to facilitate interconnectivity as well as traffic calming measures to ensure safe movement across the streets. This includes pedestrian crossing signage, stop bars, and stop signs.

Waiver 3: The request is in harmony with the intent of the Village's Comprehensive Plan and Land Development Code. The reduction of lot area size will not impact the public health and safety, and it does not serve to hurt the area. Increased density and smaller lot areas increase the residential economy and provide more of a boost to the surrounding local development.

b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1: Steps were taken in the design process to provide for excess open space and common amenities because of the requested decrease in foundation plantings. Additionally, the increase rear plantings provide an increase in screening for the rear of the property and is visually incorporated into the landscape of the townhomes that have a rear boundary line abutting a common amenity.

Waiver 2: With the reduction of sidewalk to one side of the road, the site can provide open space and amenity space in excess of the minimum standard. This includes backyards as well as the open space play areas and grassy knoll. The addition of a second sidewalk would reduce the existing plantings and reduce the total open space square footage on site. Inline with the Village's Land Development Code, the proposed sidewalk has been incorporated into the surrounding amenities.

Waiver 3: The waiver is a result of a design that increases density efficiency while maintaining an exceeding amount of open and amenity space. The design allows the site to maintain an extremely large amount of space while maintaining the efficiency of the townhome sites.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1: The waiver request provides for an increase in open space, drainage, and community amenities. Increased foundation planting requirements would severely impact the parking availability at each town home and require excess parking to provide onsite in areas that are currently open space.

Waiver 2: The requested waiver will result in the preservation of natural areas and drainage areas by not increasing the impervious surface area required in providing sidewalks on both sides of the road. If provided, the additional sidewalk would move the buildings into the existing amenity and open space which in turn would decrease the space for activities provided for the residents.

Waiver 3: The granting of this waiver request allows the proposed natural areas and drainage areas to remain at the current size, which is more than the require code. Increased lot area would result in an over reduction of community amenities.

d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1: The public benefits from the request of the waiver through the visual benefit of increased rear townhome plantings as well as through the preservation of open space through reduced onsite parking

Waiver 2: The request provides a similar public benefit to the code required two sidewalks minimum, while also preserving green space on site and reducing impervious surface area. The site design specifically provides walkability and ease of access by connecting all the proposed buildings and amenities. The sidewalk connects to the existing sidewalk along Boatman Street and extends the pedestrian linkages of the site beyond the project boundaries.

Waiver 3: There is ample public benefit to be derived from the granting of the waiver. The reduced lot area means

that the homes are more accessible in price range. The open space on site is also preserved as previously mentioned. The design of the site is functionally the same as single large family detached homes but instead places the open and amenity space in community areas for public benefit rather than in private backyards.

e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Waiver 1: Not applicable to this waiver. However, it is important to note that the increased backyard plantings do provide an increase in screening to the rear of each townhome.

Waiver 2: This request does not impact screening and buffering.

Waiver 3: The potential adverse impacts of smaller lot areas on adjacent properties have be addressed in the opaque landscape buffer that provides little to no visibility.

f. Economic issues may not be used to justify waivers.

Waiver 1, 2, 3 & 4: Economic issues are not used as a justification for these requests. The reduced price of unit based on the lot size is a byproduct of a design that had an original intent to create large open and amenity space on site.

g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1: The waiver does not affect the already compatible existing and potential land uses adjacent to the development site. The request for a reduction in foundation waiver plantings only impacts the interior of the site.

Waiver 2: The waiver is primarily regarding the interior of the site and does not have a significant impact on the adjacent land uses. The only aspect of the sidewalk that might affect adjacent land uses is the extension and connection to the existing sidewalk along Boatman. However, this connection only serves to increase the potential development and connectivity and does not negatively impact the parcels it is adjacent to.

Waiver 3: The increased density that would result from the requested waiver is compatible with the surrounding land uses. With primarily commercial on the western boundary and residential on the east, a Multi-Family lot development provides a transition zone between the two incompatible land uses.

*Staff supports the applicant's request based on the intent of the applicant to maximize the utilization of the land reducing the amount of impervious surface and consistency with the Village Comprehensive Plan allowing for innovative designs. Although the acreage is below the minimum required for 54 residential dwelling units, the property can still be developed in the proposed manner without any adverse impact to the surrounding properties.*

IV. Neighborhood Compatibility

1) The proposed project is located east of Military Trail, at the terminus of Boatman Drive, Todd Street and Clemens Street.
2) Surrounding properties are a mix of residential and commercial uses.
3) The property is located within the Lake Worth Road District CRA.
4) The Village Center is located within 1.5 miles.
5) A mix of different uses like general retails, restaurants, grocery supermarket and professional offices are located on the proximities along Military Trail.
6) Available public transportation on Military Trail is existing within less than ¼ mile from the property.

V. Consistency with Palm Springs Lake Worth Road District CRA

1. Detailed Description of the Proposal's Consistency with Five (5) Key Goals of CRA

I. Improving Utilities and Infrastructure

The development will utilize the existing utilities such as stormwater and wastewater. Additional infrastructure provided on site will enhance the infrastructure facilities and services of the area.

II. Expanding Job Development and Economic Growth

The development proposal does not directly fulfill the CRA's key goal to expand job development and economic growth, but it will provide additional residents to supply the workforce and economy of the Village.

III. Enhancing Public Safety

The development proposal will enhance public safety, as the subject site is currently vacant and an ideal area for vagrancy, illegal dumping and other criminal activities to occur due to its location at the terminus of three streets. The development of buffers, fencing, and additional landscape screening around the perimeter of the subject site will significantly decrease the chance of any crime occurring on this property in the future.

IV. Increasing and Maintaining Workforce Housing

The proposed plan provides a multi-family townhomes housing option to an area that is predominantly a single family detached housing area. Single family residences are typically Boatman Hammock more expensive than multifamily units. This will provide an alternative option the existing housing conditions of the surrounding area.

V. Advancing the Partnership with Palm Beach County

The development proposal will advance the partnership with Palm Beach County due to its location within the Kenwood Estates Countywide Community Revitalization Area (CCRT) neighborhood core area. The Countywide Community Revitalization Area's within Palm Beach County are overseen by the County's Office of Community Revitalization (OCR). This request will require the continued coordination with the County and surrounding residents to ensure the communities needs are met.

2. Proposal's effect on existing conditions (identified in CRA Community Redevelopment Plan) in the CRA District.

- The plan provides an extension of what is currently an ineffective roadway in Boatman Street. Rather than a short off shoot of Military Trail, it now extends into a residential development.
- The plan encourages good planning policy in site layout by combining two parcels and providing accessibility through an underutilized road. The lot, as it sits, is somewhat trapped between an inaccessible residential area, a canal, and a commercial boundary. The development creates an adequate and accessible site.
- The proposed plan invites modern planning strategies to the surrounding area by establishing transition zoning from commercial to residential. This is beneficial to the outdated building density patterns as it provides an example of a increased density Multi-Family residential development that functionally blends in and does not increase the inadequate existing patterns.

3. Proposal's ability to assist in achieving strategies and objectives of the Palm Springs CRA.

The proposed site stands to improve the Palm Springs area and assist the CRA in their objects and strategies. This will be done through good planning techniques, adequate zoning and improvement upon vacant or blighted properties. As discussed, the plan meets the goals and directives of the CRA. The applicant is excited to bring this development to the Palm Springs and revitalize the area through a residential boost in economy.

VI. Regulatory Issues

- The site plan generally conforms to the property development standards of the Residential Planned Development.
  1) Proposed project plan generally meets required site development regulations.
  2) A Medium-Density Residential Land Use designation and rezoning to RM, shall be approved prior to consideration of the proposed Site Plan.
  3) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County, LWDD and the Village of Palm Springs.
  4) Civil/Utility plans shall be approved by the Village's Engineer.
  5) A 32' wide exclusive easement shall be dedicated to LWDD.
  6) The project is located within the Airport Land Use Noise Zone (ALUNZ) for Palm Beach County Park Airport.
  7) The proposed development is located within the Airport Regulated area Zone 1 for PBIA and Lantana Airport
  8) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
  9) Property shall be platted.

VII. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VIII. Community Outreach/ Notification

- The subject property was posted on May 28, 2021.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on May 21, 2021.
- Legal advertisement was published in the paper on May 27, 2021 and will be re-advertise on June 3, 2021 and July 1, 2021.
- Staff has not received any inquiries or comments as a result of the notices.

IX. Proposed Development Plan Details

The petitioner's development plans dated received on March 1, 2021 depicts the following:

- Application for Small-Scale Land Use Amendment, Rezoning and Residential Planned Development Site Plan approval with 3 waivers for the construction of 54 two-story fee-simply townhomes within 9 buildings.
  1. Site Plan dated received March 1, 2021 revised and resubmitted on June 18, 2021.
  2. Landscape plans dated received March 1, 2021 revised and resubmitted on April 16, 2021.
  3. Engineering plans dated received March 1, 2021 revised and resubmitted on April 16, 2021.
  4. Architectural plans dated received March 1, 2021 revised and resubmitted on April 16, 2021.
  5. Photometric plan dated received March 1, 2021.
  6. Boundary survey.
  7. Traffic study.
  8. Project narrative and Justification Statement of proposed use.
  9. Drainage calculations.
  10. Common amenities detail plan.
  11. Rendering.
  12. Colored site plan.

X Recommendation

The property is located on 2 parcels that make up the site currently within the Commercial General zoning district and have a Commercial Future Land Use designation. The applicant is proposing to rezone to Residential Multiple-Family concurrently amending the Future Land Use to Medium Density Residential and proposing the development of the 5.44 acres parcel with the construction of 54 two-story fee-simple townhomes. The site is primarily accessed from S Military Trail the major arterial and three separate minor arterials: Clemens Street, Todd Street and Boatman Street, being Boatman Street, the main access point to the site. The townhomes will be three-bedroom homes with

a one car garage and a driveway with space for two cars. The buildings will be configured with nine (9) two-story townhome structures and each building with 6 attached units. The community will have one access driveways via the existing Boatman Street right-of-way. Amenities include a tot lot with playground equipment, a swimming pool, walking trail, a playground knoll, and an open grass play area for lawn games.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed Residential Planned Development Site Plan to be consistent with goal, objectives and policies of the Village's Comprehensive Plan. The proposed project is generally consistent with the Land Development and zoning regulations and all other portions of the code. The proposed residential Multi-Family project provides internal sidewalk connections between the common amenities (tot lot with playground equipment, the swimming pool, the walking trail and grass area for lawn games) and the buildings, to facilitate pedestrian circulation and safety. The proposed project provides open spaces creating common areas for passive/leisure activities. The proposed use does not significantly reduce light and air on adjacent properties and would not be a deterrent to surrounding properties. The new project does not negatively impact natural systems.

In addition, the project exceeds some of the minimum requirement for a Planned Development as shown on the table below:

| Land Development Regulations | Required | Proposed |
|---|---|---|
| 35 percent of the gross land area for open space | 82,938 sf (1.90 acres) | 120,586 sf (2.76 acres) (50%) |
| 40% maximum lot coverage | 94,786 sf | 56,061 sf (23%) |
| Parking spaces (2.5 / unit + 25% for guest) | 169 spaces | 189 spaces |

Planning, Zoning & Building Staff recommends approval of the Small-Scale Land Use Amendment and Rezoning. PZ&B Staff recommends conditional approval of the Residential Planned Development Site Plan with 3 waivers, for the construction of 54 two-story fee simple townhomes subject to the following forty-seven (47) conditions below, a suggestion for a voluntary monetary contribution requested by the School District to mitigate school impacts, and a recommendation from the Planning & Zoning Board:

1. Build out date December 31, 2023.
2. Notice of Actual Construction or Alteration form shall be filled out (form 7460) to determine if the project will be a hazard to air navigation, according to PBIA, and a final determination letter shall be provided to the Village at time of permitting.
3. Per Palm Beach Department of Airports request, each perspective tenant and/or purchaser within the ALUNZ must be informed that occasionally will observe aircraft arriving at and departing from Palm Beach County Park Airport, and shall be disclosed prior to a real estate contract. The condition will become inclusive in the contract's conditions and shall be noted in subsequent contracts. Condition shall be added into the HOA covenants/ deed restrictions document and provided to the Village at time of Platting.
4. The final plat shall be approved by the Village Council prior to issuance of a building permit.
5. The Final Plat shall be approved and recorded prior to any sales.
6. The common amenities (tot lot with playground equipment, the swimming pool, walking trail, open grass area for lawn games and the playground knoll area) shall be completed in their entirety, open for use and accessible to the residents, prior to the issuance of the 21st Certificate of Occupancy (40% of the project)
7. The dedication of the 32-foot exclusive easement to LWDD shall be executed at time of platting.
8. The access driveway that connects Boatman Street with the property located 3716 S Military Trail (Bank of America property) shall be closed by the Applicant with a Village Right-of-Way permit to prevent cut-through traffic to Lakewood Road. The closure of this driveway shall be completed prior to the issuance of the 21st Certificate of Occupancy. The Applicant shall prevent construction vehicles from utilizing this driveway access prior to its closure. The applicant/owner is responsible for the improvement (streetscape

planting with swale) within the Boatman Street public right-of way, plans shall be submitted to the Planning, Zoning and Building Department for review and approval.

9. Improvements along Boatman Street right-of-way up to South Military Trail (streetscape planting, irrigation, and sidewalk) shall be completed prior to the issuance of the 21st Certificate of Occupancy. Plans shall be submitted to through the Planning, Zoning and Building Department for review and administrative approval and permitting.
10. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to the 21st Certificate of Occupancy, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
11. A Utility/Civil Plan shall be approved by the Village Engineer at time of permitting.
12. No parking shall be allowed within the driveway extensions along buildings 5, 6 and 7 at any time.
13. Garages shall be used for parking only. The HOA covenants/ deed restrictions shall include prohibit the conversion of garages into habitable spaces or used as storage.
14. The HOA shall be responsible for all landscape maintenance, including mowing of private yards (this shall be included in the HOA documents).
15. The HOA covenants/deed restrictions shall prohibit the installation of sheds, the parking of boats, commercial vehicles, or recreational vehicles anywhere inside the property. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
16. Any/all legal instrument recorded shall include deed restrictions on the lots as follows:
    a. Garages shall remain as garages and shall not be converted to habitable space.
    b. Only two vehicles shall be parked in the driveways overnight and shall not be permitted to park on or block any sidewalk or drive isles.
    c. There shall be no screen enclosures or additions permitted including screening the rear patios.
    d. There shall be no pools permitted.
    e. No additional impervious or semi-impervious surface.
17. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
18. Conditions of approval stated in Village Engineer's letter (Engenuity Group, Inc.) issued on March 29, 2021 shall be satisfied at time of Civil/Utility application review.
19. No parking shall be allowed, under any circumstances, along the drive isle. Residents and guest parking shall only occur within designated parking stalls, private driveways and private garages.
20. At time of permitting, provide value of construction and number of construction jobs created to be included in CRA annual report.
21. Any existing or proposed utility box/cabinet shall be screened from view, Staff recommends wrapping the cabinets/box with a match design accordingly with the existing/proposed location.
22. Any existing or proposed utility easement shall not overlap more than 5' the landscape buffer.
23. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

"NOTICE TO HOMEBUYERS/TENANTS"

"school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561)434-8100 for the most current school assignment(s)".

24. Photometric plans shall be approved by the Planning, Zoning and Building Department at time of permitting.
25. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
26. The mail pickup and delivery system shall be approved by the United States Postal Service.
27. Irrigation plans shall be provided at the time of permitting. Non-potable water shall be used for the irrigation system per Village code.
28. Provide permits from all applicable permitting agencies, including but not limited to, Lake Worth Drainage District, PBC Fire Department and Village of Palm Springs at the time of permitting.
29. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact

person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.

30. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
31. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
32. All mechanical equipment's and above-ground infrastructure shall be screened from view.
33. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include increased on-site security at the operator's sole expense.
34. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting as needed.
35. All electric utilities shall be underground.
36. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
37. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
38. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
39. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy/Certificate of Completion of each improvement area.
40. Absolutely no occupancy, other than construction personnel, is permitted prior to TCO/CO.
41. Photometrics must be certified by an engineer prior to CO.
42. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
43. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Planning Zoning and Building Director.
44. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
45. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
46. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

Note: If the Village Council recommends approval of the recommendation made by the Planning & Zoning Board (below) then this will become a condition number 47.

- A concrete wall shall be provided around the entire perimeter as part of the landscape buffer.

47. The School District has requested the Applicant offer a voluntary commitment to make a contribution of $72,082.00 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on March 11, 2021.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

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# Boatman's Hammock Townhomes

# Land Use Plan Amendment

## Land Use Analysis

March 19, 2021

Introduction

On behalf of John Marshall and WPB Partners, LLC, the applicant is requesting to modify the future land use designation of the Boatman Hammock property located in the municipality of the Village of Palm Springs. Approval of this request would change the future land use designation from Commercial (COM) to Medium Density Residential (MD).

The applicant is proposing 54 fee-simple townhomes and companion waiver requests, rezoning to RM and a future land use amendment to Medium Density Residential. The parcel numbers are 70-42-44-24-00-000-5670, 70-42-44-24-32-010-0160.

Existing Uses

The proposed change in Future Land Use designation from COM to MD is suitable and appropriate for the subject site. The site is appropriately sized for a small planned residential development. It has no primary frontage on any major arterial road and provides for adequate setbacks and parking.

The site will provide residential townhome housing for the surrounding community and promote good planning concepts by buffering the highest and most intense commercial uses along the Military Trail corridor for the single-family residential areas to the east.

In addition, the proposed future land use amendment is partial infill and vacant development and shall not exceed the natural or manmade constraints of the area. The subject site has the available facilities and services for the proposed development.

The adjacent development is described in the chart below:

| BOUNDARY | EXISTING USE | LAND USE | ZONING |
|---|---|---|---|
| **NORTH** | Single Family Res. | MR-5 | RM |
| **SOUTH** | Nursing Home | MD | RM |

| | | | |
|---|---|---|---|
| **WEST** | Auto Sales /Department Store | COM | CG |
| **EAST** | Multi Family Res | MD | RM |

Note the nursing home to the south of the proposed site as another form of a less intense Medium Density Residential use which is buffering the Single Family Residential to the east from the commercial corridor on South Military Trail.

**LAKE WORTH ROAD SUB-COMMUNITY REDEVELOPMENT**

The subject site is located in the Lake Worth Road District of the approved 2019 Community Redevelopment Plan. The proposed project is consistent with the following goals of the Community Redevelopment Agency:

***Provide and enhance viable redevelopment opportunities to discourage further westward expansion.***
The plan is proposing to develop a vacant parcel and redevelop am isolated Single-Family Residence on the east side of Military Trail. It does not promote any growth westward and is instead adding to the residential value of the local area within the village.

***Provide a variety of housing options for persons and families of all income ranges.***
The proposed plan provides a multi-family townhomes housing option to an area that is predominantly a single family detached housing area. Single family residences are typically more expensive than multifamily units. This will provide an alternative option the existing housing conditions of the surrounding area.

***Support existing Comprehensive Plan and Managed Growth Tier System provisions for sustainable urban development.***
The proposed plan is consistent and supports the Comprehensive Plan, as described in this analysis, and Managed Growth Tier System Provisions for sustainable urban development.

***Fully utilize and enhance existing infrastructure facilities and services.***
The development will utilize the existing utilities such as stormwater and waster water. Additional infrastructure provided on site will enhance the infrastructure facilities and services of the area.

***Attract new residents, businesses, and services to improve the quality of life for the current population in the URA.***
The construction of 54 brand new multifamily townhomes will bring new residents and stimulate the local economy, especially for the current population of the URA. Providing an alternative, lower cost, housing option allows potential residents, who may not have been able to move previously, to become a part of the local community.

## INFRASTRUCTURE/PUBLIC SERVICES

The proposed site will propose new wastewater and stormwater connections to existing Village of Palm Springs infrastructure for management on site. This will add additional infrastructure to an area that previously did not have any. The site does not offer any public services as it is a private residential development however its new infrastructure will be incorporated into the existing village services.

Potable water is provided off site by Village of Palm Springs. A letter of service confirmation has been provided within the resubmittal package.

## NATURAL RESOURCES

Existing Vegetation

Most of the pervious area is covered with dense trees and vegetation. The existing vegetation onsite is a variety of planted trees, including native and non-native species alike. The parcel with the single-family home does not have any significant existing landscape, with only a singular palm tree located on the main front and several smaller and/or invasive trees and shrubs dotted around the site.

The soils on the parcel are a mixture of Myakka Fine Sand and Basinger Fine Sand and the site is not located in a wellfield zone.

The site is located within Flood Zone X and does not have any wetlands located within the boundaries.

## OPEN SPACE

The development of the lot will provide increased usable open space for the residents of the community. Additional open space has been provided on site per the Village's regulation on open space requirements in planned unit developments. A minimum of 35% of the site is to be provided as open space. The plan proposes an open space count of 51.36% with 42.71% of that space serving as recreational area. The open space has been provided more than the requirement and contributes to the overall green space of the area.

## AFFORDABLE HOUSING

The townhomes will be less expensive than the traditional single-family home. The surround area is dominated by single family residential with little to no housing diversity. This development provides a new, modern, and affordable form of alternate living space for those in and around the community.

## LAND USE COMPATIBILITY

The parcels to the north, south and east are medium density (MD) residential. Single family residential neighborhoods are located on the North and East boundary. A similar transition project exists to the south in the form of the Signature HealthCARE of Palm-Beach nursing home. The parcels along the western boundary are general commercial (CG) and form the corridor of differing retail uses that exist along South Military Trail.

The residential transition parcels and the amendment to Medium Density Residential (MD) for the subject site will act as transition and buffer between the six (6) lane road (Military Trail) and the residential uses in the area. The existing nursing home to the south, zoned RM, acts as an example of a transition property, buffering the residential communities to the east.

**INTERGOVERNMENTAL COORDINATION**

In line with intent of the URA, the proposed plan has satisfied the goals and expectations as highlighted by Palm Beach County through their promotion of the URA districts. The property is in the Village of Palm Springs and the project will be submitted through that local government body. The county has been made aware of the proposed development for transparency and coordination.

**CONSISTENCY WITH ADOPTED GOALS, OBJECTIVES AND POLICES**

***GOAL:* "A residential oriented community with an appropriate mix of land uses compatible with living styles and conditions established within the Village."**

The proposed plan is consistent with the goal of the comprehensive plan to promote residential oriented communities and different living styles and conditions in the Village. The site Townhomes are unique to the area and provide additional housing diversity. It also creates an additional multi-family residential area behind the commercial corridor that exists on South Military Trail. Given the stark transition from commercial to single family residential, Multi-family provides an appropriate buffer and land use that is inline with the existing conditions of the area.

***Policy P.1:* The Urban Redevelopment Area (URA) – The purpose of the URA is to focus on redevelopment and infill efforts by promoting economic growth, improving the present conditions of infrastructure, investment, and reinvestment in the area, and discouraging urban sprawl by directing development where resources exist.**

The planned residential development is located within the Lake Worth Road Urban Redevelopment Area. It will redevelop an existing isolated residential lot and a vacant parcel of land. This is an investment in an area that already has existing infrastructure and support for development. The project will not encourage any sprawl as it develops an essentially undeveloped parcel of land in the URA and does not develop any land west of the Village. The project represents a large investment in housing diversity in the area and will promote economic growth through the increase in local residential spending power.

***Policy P.2:* Higher development intensity/density should be encouraged in the URA where appropriate.**

Multi-family residential is inherently denser and more intense than a single-family residential use. The 54 proposed townhome developments are being planned as 9.93 DU/AC with a maximum density of 10 units per acre based upon the future land use amendment request to medium density. This is consistent with the policy as the plan is proposing increased density through a residential development located in a transitionary district area.

***Objective A:*** **Maintain Palm Springs primarily as a residential area consistent with the densities established in the Comprehensive Development Plan and Future Land Use Map, and which offers a variety of housing types that follow locational and design parameters to guide residential development and redevelopment decisions, by utilizing innovative land development concepts such as Planned Unit Developments and mixed-use concepts.**

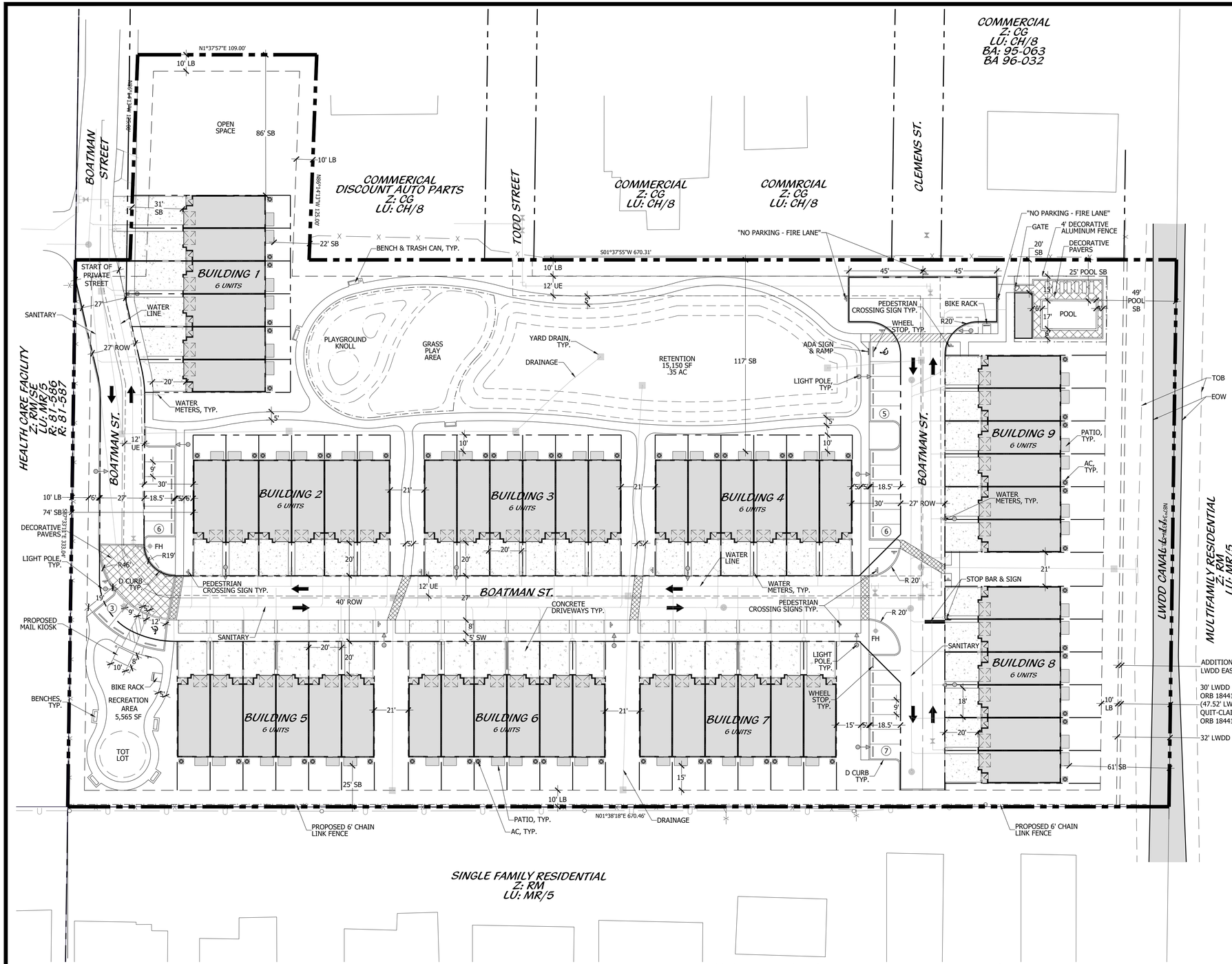
The proposed project is a planned unit development that offers multi-family housing. The planned unit development brings a new housing type to the area through fee-simple townhomes. The development focused on primarily incorporating the surrounding residential into the commercial corridor that exists along the six-lane military trail arterial. The parcel was originally established as a commercial parcel in the comprehensive development plan. The concurrent Future Land Use Amendment to change the parcel to Residential Medium lowers the potential intensity but creates a transitionary residential area that is in line with the objective of the Village to maintain the primarily residential nature of the area.

***Policy A.3:*** **Promote the location of multi-family residential development in areas with direct access to collector or arterial streets. The location of multi-family residential development shall be consistent with the high and medium density residential areas established on the Future Land Use Map.**

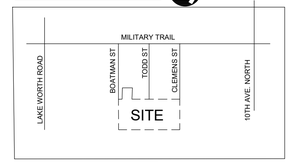
The proposed site is located directly off the 6-lane major arterial (South Military Trail) connected by the Boatman Street minor linkage. There is an existing left turn lane that provides the access for Southbound traffic, although there is expected to be no significant increase in traffic. A medium density designation fits the parcel well as it is consistent with the policy of encouraging increased density residential areas near and off major arterials.

***Policy A.5:*** **Separate and buffer intense multi-family residential and cluster development areas from single family residences through the landscape regulations in the Village of Palm Springs' Comprehensive Zoning Ordinance.**

A landscape buffer compliant with the landscape regulations for planned unit developments in medium density residential districts has been provided on all boundaries. The vegetation will provide a visibility barrier to the residential developments to the east and north as well as the nursing center and commercial areas to the south and west respectively.




## LOCATION MAP




## SITE DATA

| | |
|---|---|
| NAME OF PROJECT | BOATMAN HAMMOCK |
| PROPERTY CONTROL NUMBER | 70-42-44-24-00-000-5670<br>70-42-44-24-32-010-0160 |
| FEMA FLOOD ZONE | X500 |
| TRAFFIC ANALYSIS ZONE | 325 |
| EXISTING LAND USE DESIGNATION | COMMERCIAL |
| EXISTING ZONING DISTRICT | CG- COMMERCIAL GENERAL |
| FUTURE LAND USE DESIGNATION | MEDIUM DENSITY RESIDENTIAL |
| PROPOSED ZONING | RM- RESIDENTIAL MUTIPLE FAMILY |
| OVERLAY DISTRICT | N/A |
| MAXIMUM BUILDING HEIGHT | 27' - 3 5/16" |
| NUMBER OF STORIES | 2 |
| NUMBER OF BUILDINGS | 9 |
| **TOTAL SITE AREA** | **5.44 AC**<br>**236,883.01 SF** |

**BUILDING DATA**

| | |
|---|---|
| NUMBER OF MULTIFAMILY UNITS | 54 |
| OWNERSHIP | FEE SIMPLE |
| PROJECT DENSITY | 9.93 DU/AC |

**LAND USE**

| | SF | AC | % |
|---|---|---|---|
| BUILDING LOT COVERAGE | 56,047 | 1.29 | 23.66% |
| VEHICULAR USE AREA | 59,573 | 1.37 | 25.15% |
| OPEN SPACE | 121,263 | 2.78 | 51.19% |
| **TOTAL** | **236,883** | **5.44** | **100.00%** |

| **OPEN SPACE** | MIN | PROV |
|---|---|---|
| | 35% | 51.19% |
| | 82,909.00 | 121,263.27 |

| **RECREATION** | MIN | PROV |
|---|---|---|
| | 20% of OS | 40.46% |
| | 16,581.80 | 33,544.95 |

**LOT COVERAGE**

| **IMPERVIOUS AREA** | SF | AC | % |
|---|---|---|---|
| BUILDING LOT COVERAGE | 56,047 | 1.29 | 23.66% |
| VEHICULAR USE AREA | 59,573 | 1.37 | 25.15% |
| SIDEWALKS & HARDSCAPE | 11,067 | 0.25 | 4.67% |
| POOL & SPA | 558 | 0.01 | 0.24% |
| **TOTAL IMPERVIOUS AREA** | **127,245** | **2.92** | **53.72%** |
| **PERVIOUS AREA** | **SF** | **AC** | **%** |
| GREEN SPACE | 94,488 | 2.17 | 39.89% |
| RETENTION | 15,150 | 0.35 | 6.40% |
| **TOTAL PERVIOUS AREA** | **109,638** | **2.52** | **46.28%** |
| **TOTAL SITE AREA** | **236,883** | **5.44** | **100.00%** |

| **PARKING DATA** | REQ | PROV |
|---|---|---|
| RESIDENTIAL (2.5 PER UNIT) | 135 | |
| GARAGE | | 54 |
| DRIVEWAY (TANDEM) | | 108 |
| GUEST 25% (AT-GRADE) | 34 | 27 |
| **TOTAL** | **169** | **189** |

| **PEDESTRIAN AMENITIES** | REQ | PROV |
|---|---|---|
| BENCH | 5 | 7 |
| TRASH CAN | 2 | 3 |
| BIKE RACK | 2 | 2 |

## LEGEND

| | |
|---|---|
| ADA | DISABLED |
| EX. | EXISTING |
| LB | LANDSCAPE BUFFER |
| R | RADIUS |
| SB | SETBACK |
| TYP | TYPICAL |
| ROW | RIGHT OF WAY |
| TOB | TOP OF BANK |
| EOW | EDGE OF WATER |

ADA SIGN
STOP SIGN
PEDESTRIAN CROSSING SIGN
LIGHT POLE

## SETBACK CHART

| | REQUIRED | PROPOSED |
|---|---|---|
| FRONT | 25' | 31' |
| SIDE (INTERIOR) | 20' | 21' |
| SIDE (STREET) | 25' | 74' |
| REAR | 20' | 22' |
| POOL (REAR) | 25' | 48' |
| POOL (SIDE) | 12.5' | 18' |

## PROPOSED WAIVERS

| WAIVER CHART | | | |
|---|---|---|---|
| **CODE SECTION** | **REQUIRED** | **PROVIDED** | **WAIVER** |
| Sec. 34-164 - Required Foundation Plantings | For nonresidential and multifamily properties one acre or more, at least 25 percent of the linear feet of building façade facing a street shall be planted with trees, shrubs or hedges. | 10% at a 4 ft x 20ft sections. | For nonresidential and multifamily properties one acre or more, at least 25 percent of the linear feet of building façade facing a street shall be planted with trees, shrubs or hedges. |
| Sec. 34-1063(a)(1) - Performance standards. | Sidewalks on both sides of a street or primary driveway, interconnected with other pedestrianways and/or providing access to each building. | Sidewalk on one side of the primary driveway, interconnected with other pedestrianways. | Sidewalks on both sides of a street or primary driveway. |
| Sec. 34-766(1) - Property development regulations. | 9,500 square feet of lot area per unit shall be required. | Average 1,715 square feet of lot area. | 9,500 square feet of lot area per unit shall be required. |
| Sec. 34-1064. - Residential Planned Developments.(e) | 20' Setback Required for Pool Cabana Building | 14' Setback | For a reduction in the total setback length required for the Pool Cabana Building. |

# Site Plan

0' 15' 30' 60' 90' 120'

Scale: 1" = 30'

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

# Boatman Hammock

Palm Springs, Florida

| | |
|---|---|
| DESIGNED | DEH |
| DRAWN | RO/RNK |
| APPROVED | DEH |
| JOB NUMBER | 20-0905 |
| DATE | 01-22-21 |
| REVISIONS | 02-25-21 |
| | 03-16-21 |
| | 05-04-21 |
| | 06-18-21 |

June 18, 2021 8:51:57 a.m.
Drawing: 20-0905 SP.DWG



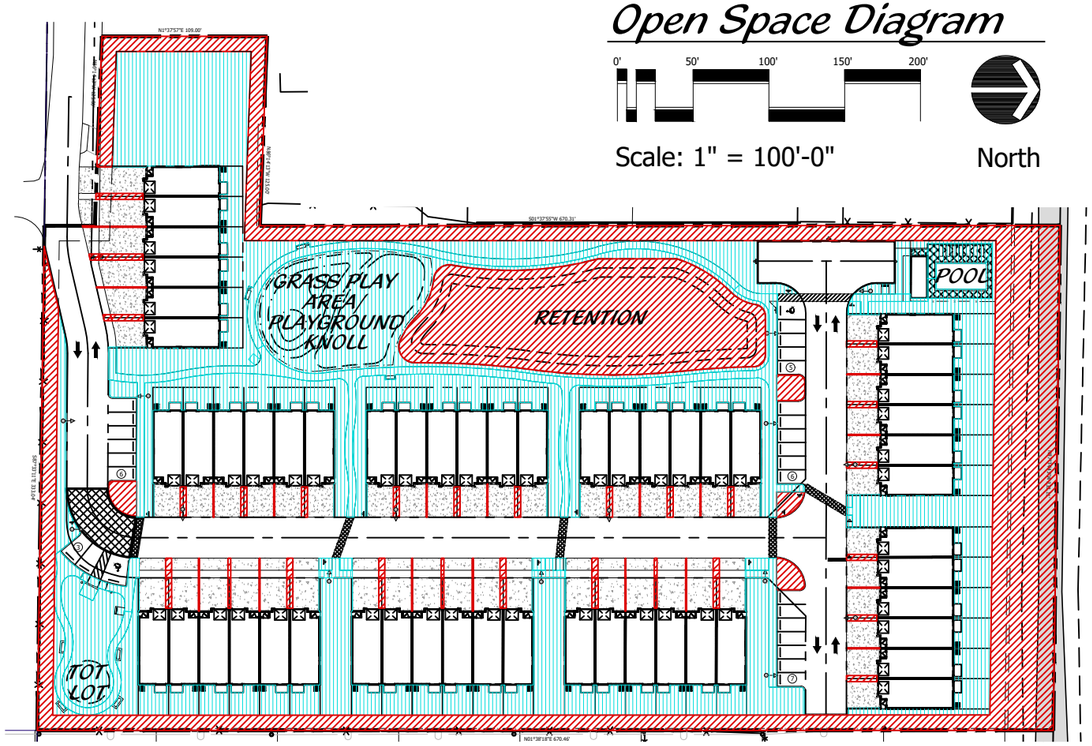
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# Open Space Diagram

0' 50' 100' 150' 200'

Scale: 1" = 100'-0"

North




TOTAL OPEN SPACE:
MIN: 82,909 SF = 35% OF SITE AREA
PROV: 121,263 SF = 51.19% OF SITE AREA

RECREATIONAL OPEN SPACE:
PROV: 70,407 SF = 58% OF TOTAL OPEN SPACE PROVIDED

PASSIVE OPEN SPACE:
PROV: 50,315 SF = 42% OF TOTAL OPEN SPACE PROVIDED

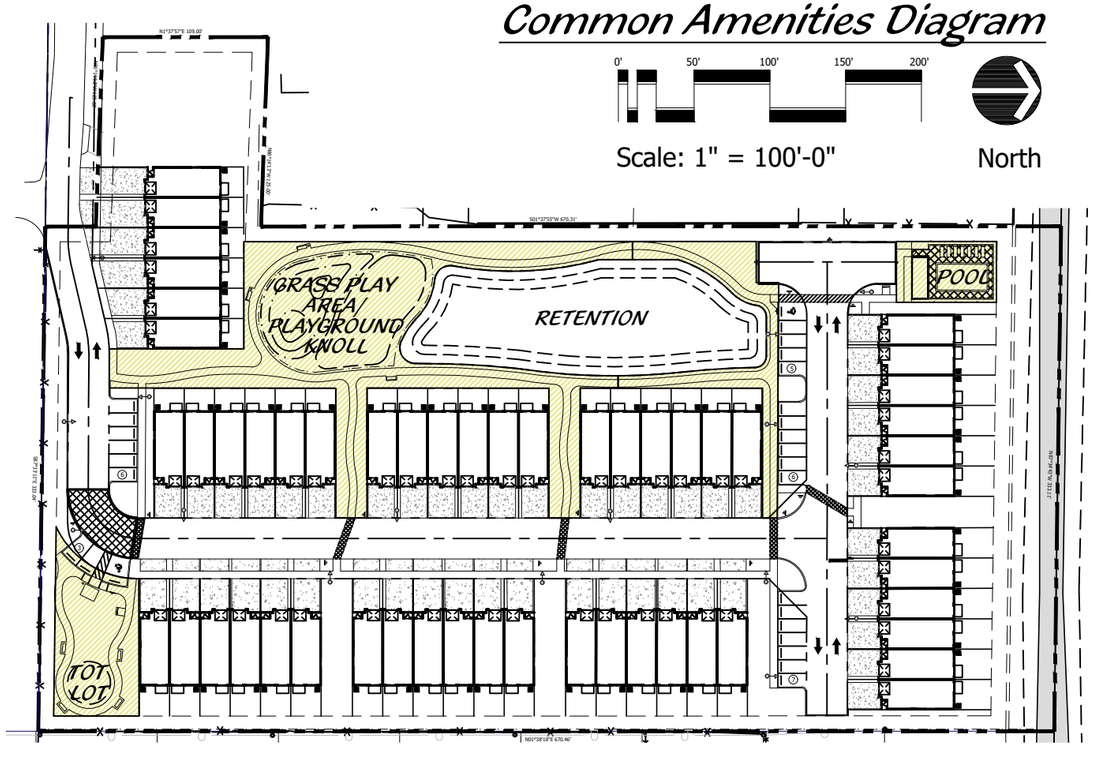
COMMON AMENITIES:
MIN. 16,581 SF = 20%
(BASED ON MINIMUM OPEN SPACE REQUIRED.)
PROV: 33,544 SF = 40%
(BASED ON MINIMUM OPEN SPACE REQUIRED.)

# Common Amenities Diagram

0' 50' 100' 150' 200'

Scale: 1" = 100'-0"

North





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1934 Commerce Lane
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## Boatman Hammock

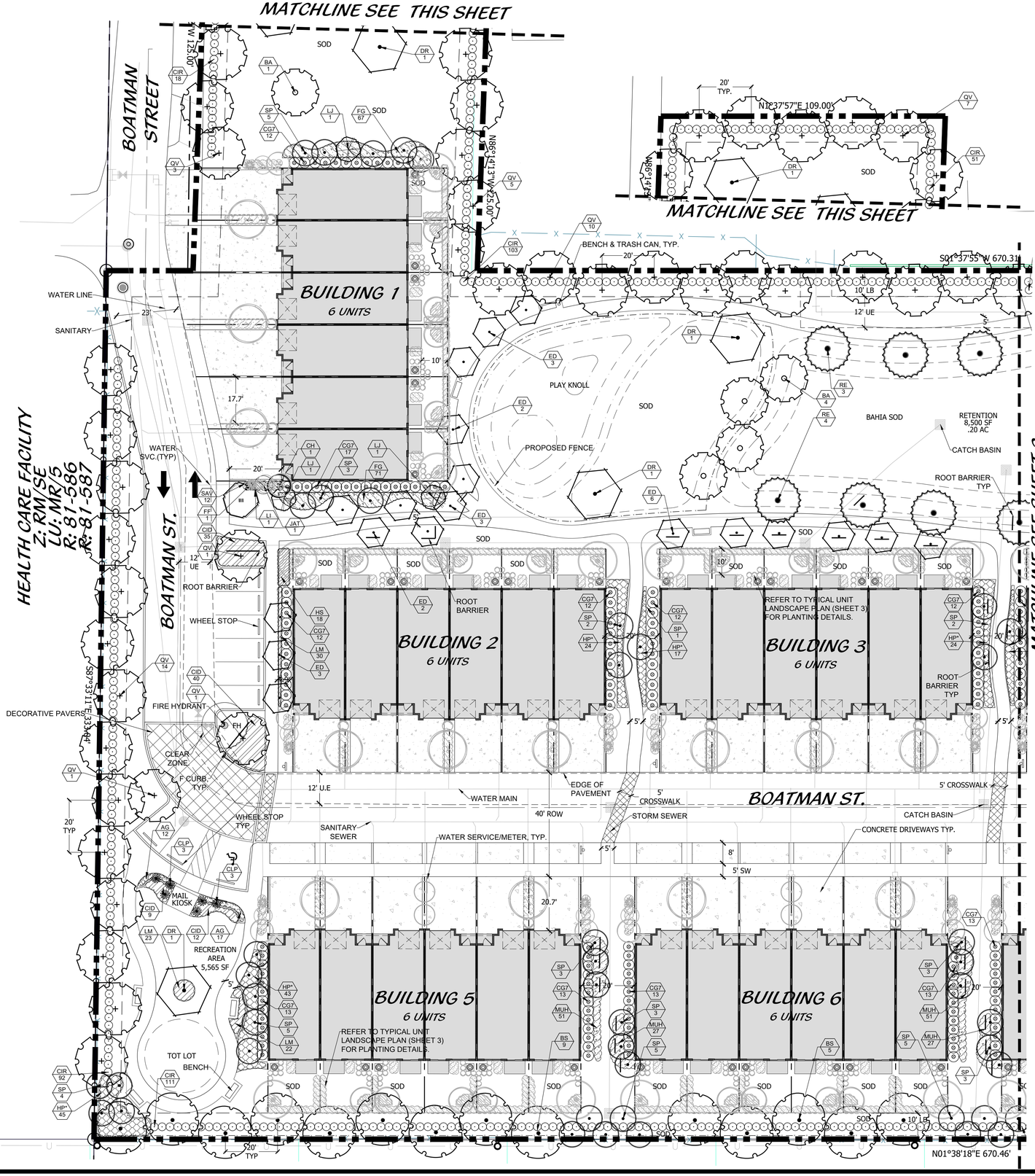
Palm Springs, Florida

| | |
|---|---|
| DESIGNED | DEH |
| DRAWN | RO |
| APPROVED | DEH |
| JOB NUMBER | 20-0905 |
| DATE | 01-22-21 |
| REVISIONS | 02-25-21 |
| | 03-19-21 |
| | 05-04-21 |

June 18, 2021 8:51:57 a.m.
Drawing: 20-0905 SP.DWG



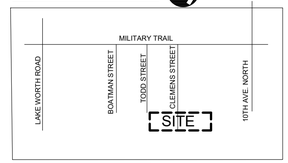
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## LEGEND

| | | | |
|---|---|---|---|
| ADA | DISABLED | | HC SIGN |
| EX. | EXISTING | | STOP SIGN |
| LB | LANDSCAPE BUFFER | | PEDESTRIAN CROSSING |
| R | RADIUS | | |
| SB | SETBACK | | |
| TYP | TYPICAL | | |
| ROW | RIGHT OF WAY | | |
| TOB | TOP OF BANK | | |
| EOW | EDGE OF WATER | | |

## LOCATION MAP




## LANDSCAPE DATA

| | |
|---|---|
| NAME OF PROJECT | BOATMAN HAMMOCK |
| PROPERTY CONTROL NUMBER | 70-42-44-24-00-000-5670 |
| FEMA FLOOD ZONE | X500 |
| TRAFFIC ANALYSIS ZONE | 325 |
| EXISTING LAND USE DESIGNATION | COMMERCIAL |
| EXISTING ZONING DISTRICT | CG- COMMERCIAL GENERAL |
| FUTURE LAND USE DESIGNATION | RESIDENTIAL MULTIFAMILY |
| PROPOSED ZONING | RM- RESIDENTIAL MUTIPLE FAMILY |
| OVERLAY DISTRICT | |
| MAXIMUM BUILDING HEIGHT | 35' |
| NUMBER OF STORIES | 2 |
| NUMBER OF BUILDINGS | 9 |
| **TOTAL SITE AREA** | **5.44 AC** **236,883.01 SF** |

**BUILDING DATA**

| | |
|---|---|
| NUMBER OF MULTIFAMILY UNITS | 54 |
| OWNERSHIP | FEE SIMPLE |
| PROJECT DENSITY | 9.93 DU/AC |

**LAND USE**

| | SF | AC | % |
|---|---|---|---|
| BUILDING LOT COVERAGE | 56,127 | 1.29 | 23.69% |
| VEHICULAR USE AREA | 59,091 | 1.36 | 24.95% |
| OPEN SPACE | 121,665 | 2.79 | 51.36% |
| **TOTAL** | **236,883** | **5.44** | **100.00%** |

| **OPEN SPACE** | MIN | PROV |
|---|---|---|
| | 35.00% | 51.36% |
| | 78,114.00 | 95,223.16 |

| **RECREATION** | MIN | PROV |
|---|---|---|
| | 20.00% | 42.71% |
| | 15,622.80 | 33,365.10 |

**LOT COVERAGE**

| **IMPERVIOUS AREA** | SF | AC | % |
|---|---|---|---|
| BUILDING LOT COVERAGE | 56,127 | 1.29 | 23.69% |
| VEHICULAR USE AREA | 59,091 | 1.36 | 24.95% |
| SIDEWALKS & HARDSCAPE | 10,666 | 0.24 | 4.50% |
| POOL & SPA | 657 | 0.02 | 0.28% |
| **TOTAL IMPERVIOUS AREA** | **126,541** | **2.90** | **53.42%** |
| **PERVIOUS AREA** | **SF** | **AC** | **%** |
| GREEN SPACE | 95,192 | 2.19 | 40.19% |
| RETENTION | 15,150 | 0.35 | 6.40% |
| **TOTAL PERVIOUS AREA** | **110,342** | **2.53** | **46.58%** |
| **TOTAL SITE AREA** | **236,883** | **5.44** | **100.00%** |

| **PARKING DATA** | REQ | PROV |
|---|---|---|
| RESIDENTIAL (2.5 PER UNIT) | 135 | |
| GARAGE | | 54 |
| DRIVEWAY (TANDEM) | | 108 |
| GUEST 25% (AT-GRADE) | 34 | 27 |
| **TOTAL** | **169** | **189** |

| **PEDESTRIAN AMENITIES** | REQ | PROV |
|---|---|---|
| BENCH | 5 | 7 |
| TRASH CAN | 2 | 3 |
| BIKE RACK | 2 | 1 |

| **MINIMUM LANDSCAPE BUFFER WIDTHS** | REQ | PROV |
|---|---|---|
| ALL PROPERTY LINES (CATEGORY 2) | 10' | 10' |

| **REQUIRED PERIMETER BUFFER TREES** | REQ | PROV |
|---|---|---|
| NORTH PROPERTY LINE 458' (1 TREE EVERY 20') | 23 | 19 TREES, 12 PALMS |
| SOUTH PROPERTY LINE 458' (1 TREE EVERY 20') | 23 | 20 TREES, 4 PALMS |
| WEST PROPERTY LINE 333' (1 TREE EVERY 20') | 34 | 27 TREES, 13 PALMS |
| EAST PROPERTY LINE 333' (1 TREE EVERY 20') | 34 | 30 TREES, 4 PALMS |
| ALL PROPERTY LINES REQUIRE 36" HT. CONTINUOUS HEDG | YES | YES |

| **VEHICULAR USE AREA TREES** | REQ | PROV |
|---|---|---|
| TERMINAL ISLAND TREES (1 TREE PER ISLAND) | 9 | 9 |

| **NET LOT AREA TREE & SHRUB REQUIREM** | REQ | PROV |
|---|---|---|
| TREES (1 PER 1,500 SF OF OPEN SPACE) RESIDENTIAL | 81 | 37 TREES, 37 PALMS |

| **NATIVE TREES & SHRUBS** | REQ | PROV |
|---|---|---|
| PERCENT NATIVE OR DROUGHT TOLERANT TREES | 50% | 68% |
| PERCENT NATIVE OR DROUGHT TOLERANT TREES | 50% | 97% |
| PERCENT NATIVE OR DROUGHT TOLERANT SHRUBS | 50% | 61% |

# Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535


# Boatman Hammock

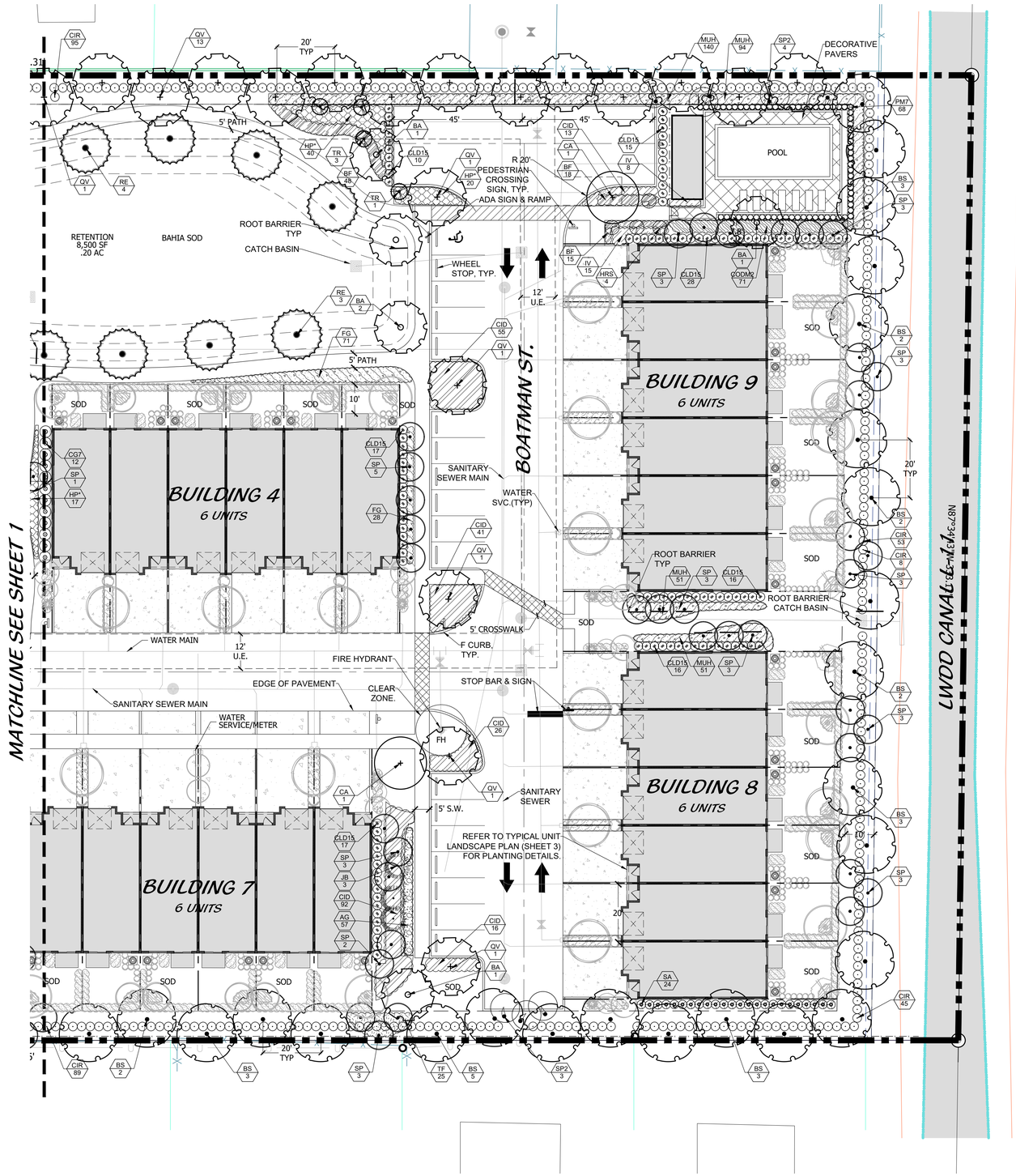
Palm Springs, Florida

DESIGNED DEH
DRAWN AGB/RO
APPROVED DEH
JOB NUMBER 20-0905
DATE 01-22-21
REVISIONS 02-26-21
03-19-21
04-16-21

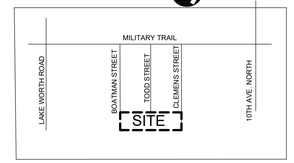
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Drawing: 20-0905 LP.DWG

SHEET 1 OF 4


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## LOCATION MAP




## LEGEND

| | | | |
|---|---|---|---|
| ADA | DISABLED | | HC SIGN |
| EX. | EXISTING | | STOP SIGN |
| LB | LANDSCAPE BUFFER | | PEDESTRIAN CROSSING |
| R | RADIUS | | |
| SB | SETBACK | | |
| TYP | TYPICAL | | |
| ROW | RIGHT OF WAY | | |
| TOB | TOP OF BANK | | |
| EOW | EDGE OF WATER | | |

# Landscape Plan

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'

North


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# Boatman Hammock

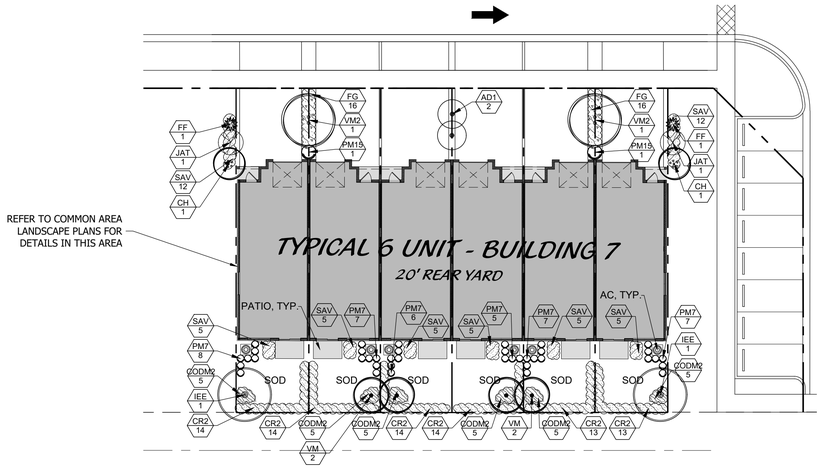
Palm Springs, Florida

| | |
|---|---|
| DESIGNED | DEH |
| DRAWN | AGB/RO |
| APPROVED | DEH |
| JOB NUMBER | 20-0905 |
| DATE | 01-22-21 |
| REVISIONS | 02-26-21 |
| | 03-19-21 |
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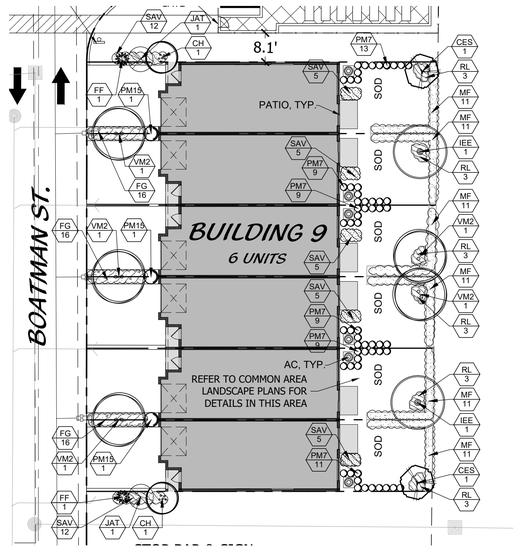
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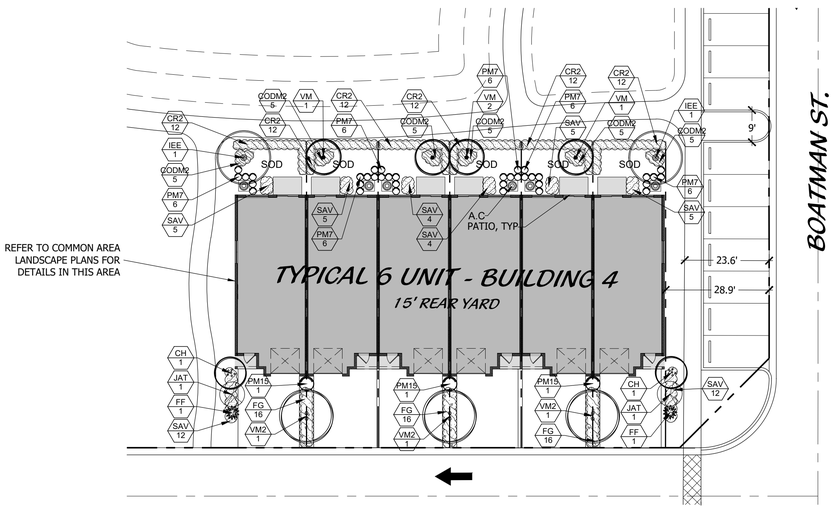

## PLANT SCHEDULE - TYPICAL 6 UNIT BUILDING 15' REAR YARD

| TREES | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | LOW MAINT | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| IEE | 2 | ILEX X ATTENUATA `EAGLESTON` | EAGLESTON HOLLY | 45 GAL | 2" CAL. | 12` O.A. HT | Y | N | FULL CANOPY |
| JAT | 2 | JATROPHA INTEGERIMA | JATROPHA | 25 GAL | 1.5" CAL | 5` OA MULTI STEM | N | N | FULL & THICK, FLORIDA FANCY. |
| **PALM TREES** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **CAL** | **SIZE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CH | 2 | CHAMAEROPS HUMILIS | EUROPEAN FAN PALM | 30 GAL | N.A. | 4`-5` O.A. | N | N | MULTI TRUNK, FULL CANOPY. |
| AD1 | 2 | VEITCHIA MERRILLII | CHRISTMAS PALM | 30 GAL | N.A. | 10` O.A. | | | FULL CANOPY, SINGLE TRUNK. |
| VM2 | 2 | VEITCHIA MONTGOMERYANA | MONTGOMERY PALM | FG | N.A. | 18` O.A. | N | N | DOUBLE TRUNK, FULL CANOPY. |
| VM | 4 | VEITCHIA MONTGOMERYANA ~ | MONTGOMERY PALM | 5 gal | N.A. | 12`-14` O.A HT | N | N | SINGLE TRUNK, FULL CANOPY |
| **SHRUBS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| FF | 2 | FURCRAEA FOETIDA | FALSE AGAVE | 7 gal. | 3` O.A. | A.S. | N | N | FULL & THICK |
| PM15 | 2 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 15 GAL | 4`-5` O.A. | A.S. | | | FULL AND THICK |
| PM7 | 40 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 7 gal | 6` | 2` O.C. | N | | FULL & THICK |
| **GROUND COVERS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CR2 | 82 | CHRYSOBALANUS ICACO `RED TIP` | RED TIP COCOPLUM | 3 GAL | 24" X 24" | 30" O.C. | Y | N | FULL & THICK |
| CODM2 | 30 | CODIAEUM VARIGATUM `MANGO` | MANGO CROTON | 7 GAL | 24" X 24" | 24" O.C. | | | FULL & THICK |
| FG | 32 | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | 3 GAL | 12" x 12" | 24" O.C. | | | FULL AND THICK |
| SAV | 54 | SCHEFFLERA ARBORICOLA `TRINETTE` | DWARF VARIEGATED SCHEFFLERA | 3 GAL | 18" X18" | 2` O.C. | N | | FULL & THICK |




## PLANT SCHEDULE - TYPICAL 6 UNIT BUILDING 26' REAR YARD

| TREES | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | LOW MAINT | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| CES | 2 | CONOCARPUS ERECTUS | GREEN BUTTONWOOD | 45 GAL. | 2" CAL. | 12` O.A., H.T. | Y | | FULL CANOPY, STD., LIMB UP 5' |
| IEE | 2 | ILEX X ATTENUATA `EAGLESTON` | EAGLESTON HOLLY | 45 GAL | 2" CAL. | 12` O.A. HT | Y | N | FULL CANOPY |
| JAT | 2 | JATROPHA INTEGERIMA | JATROPHA | 25 GAL | 1.5" CAL | 5` OA MULTI STEM | N | N | FULL & THICK, FLORIDA FANCY. |
| **PALM TREES** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **CAL** | **SIZE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CH | 2 | CHAMAEROPS HUMILIS | EUROPEAN FAN PALM | 30 GAL | N.A. | 4`-5` O.A. | N | N | MULTI TRUNK, FULL CANOPY. |
| VM2 | 5 | VEITCHIA MONTGOMERYANA | MONTGOMERY PALM | FG | N.A. | 18` O.A. | N | N | DOUBLE TRUNK, FULL CANOPY. |
| **SHRUBS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| FF | 2 | FURCRAEA FOETIDA | FALSE AGAVE | 7 gal. | 3` O.A. | A.S. | N | N | FULL & THICK |
| PM15 | 3 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 15 GAL | 4`-5` O.A. | A.S. | | | FULL AND THICK |
| PM7 | 60 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 7 gal | 6` | 2` O.C. | N | | FULL & THICK |
| **GROUND COVERS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| FG | 48 | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | 3 GAL | 12" x 12" | 24" O.C. | | | FULL AND THICK |
| MF | 66 | MYRCIANTHES FRAGRANS | SIMPSON`S STOPPER | 3 gal. | 24" X 24" | 36" O.C. | N | N | FULL & THICK |
| RL | 18 | RONDELETTIA LEUCOPHYLLA | PANAMA ROSE | 3 gal | 18" X 18" | 30" O.C. | N | N | FULL & THICK |
| SAV | 49 | SCHEFFLERA ARBORICOLA `TRINETTE` | DWARF VARIEGATED SCHEFFLERA | 3 GAL | 18" X18" | 2` O.C. | N | | FULL & THICK |




## PLANT SCHEDULE - TYPICAL 6 UNIT BUILDING 20' REAR YARD

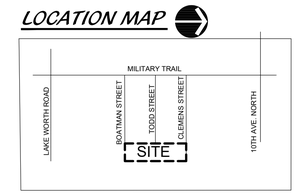
| TREES | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | LOW MAINT | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| IEE | 2 | ILEX X ATTENUATA `EAGLESTON` | EAGLESTON HOLLY | 45 GAL | 2" CAL. | 12` O.A. HT | Y | N | FULL CANOPY |
| JAT | 2 | JATROPHA INTEGERIMA | JATROPHA | 25 GAL | 1.5" CAL | 5` OA MULTI STEM | N | N | FULL & THICK, FLORIDA FANCY. |
| **PALM TREES** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **CAL** | **SIZE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CH | 2 | CHAMAEROPS HUMILIS | EUROPEAN FAN PALM | 30 GAL | N.A. | 4`-5` O.A. | N | N | MULTI TRUNK, FULL CANOPY. |
| VM2 | 3 | VEITCHIA MONTGOMERYANA | MONTGOMERY PALM | FG | N.A. | 18` O.A. | N | N | DOUBLE TRUNK, FULL CANOPY. |
| VM | 4 | VEITCHIA MONTGOMERYANA ~ | MONTGOMERY PALM | 5 gal | N.A. | 12`-14` O.A HT | N | N | SINGLE TRUNK, FULL CANOPY |
| **SHRUBS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| FF | 2 | FURCRAEA FOETIDA | FALSE AGAVE | 7 gal. | 3` O.A. | A.S. | N | N | FULL & THICK |
| PM15 | 3 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 15 GAL | 4`-5` O.A. | A.S. | | | FULL AND THICK |
| PM7 | 36 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 7 gal | 6` | 2` O.C. | N | | FULL & THICK |
| **GROUND COVERS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CR2 | 72 | CHRYSOBALANUS ICACO `RED TIP` | RED TIP COCOPLUM | 3 GAL | 24" X 24" | 30" O.C. | Y | N | FULL & THICK |
| CODM2 | 30 | CODIAEUM VARIGATUM `MANGO` | MANGO CROTON | 7 GAL | 24" X 24" | 24" O.C. | N | | FULL & THICK |
| FG | 48 | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | 3 GAL | 12" x 12" | 24" O.C. | | | FULL AND THICK |
| SAV | 52 | SCHEFFLERA ARBORICOLA `TRINETTE` | DWARF VARIEGATED SCHEFFLERA | 3 GAL | 18" X18" | 2` O.C. | N | | FULL & THICK |

# Typical Unit Landscape Plan

0' 10' 20' 30' 40' 50'

Scale: 1" = 20'

## LOCATION MAP




## LEGEND

| | |
|---|---|
| ADA | DISABLED |
| EX. | EXISTING |
| LB | LANDSCAPE BUFFER |
| R | RADIUS |
| SB | SETBACK |
| TYP | TYPICAL |
| ROW | RIGHT OF WAY |
| TOB | TOP OF BANK |
| EOW | EDGE OF WATER |

HC SIGN
STOP SIGN
PEDESTRIAN CROSSING


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# Boatman Hammock

Palm Springs, Florida

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# LANDSCAPE SPECIFICATIONS

**1. GENERAL LANDSCAPE REQUIREMENTS**

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACEMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

| PLANT SIZE | 16-7-12 | AGRIFORM TABLETS (21 GRAM) |
|---|---|---|
| 1 GAL. | 1/4 LB. | 1 |
| 3 GAL. | 1/3 LB. | 3 |
| 7-15 GAL. | 1/2 LB. | 6 |
| 1"-6" CALIPER | 2 LBS./1" CALIPER | 2 PER 1" CALIPER |
| 6" AND LARGER | 3 LBS./1" CALIPER | 2 PER 1" CALIPER |

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

**2. PLANTING TREES**

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

**3. PLANTING SHRUBS**

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

**4. PLANTING GROUND COVER**

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

**5. PLANTING LAWNS**

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

**6. MISCELLANEOUS LANDSCAPE WORK**

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACMENT SOIL.

LANDSCAPE WARRENTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

I

# LANDSCAPE NOTES

ALL PROPOSED PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DESCRIBED IN GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I AND II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICE.

ALL PLANTED AREAS SHALL RECEIVE A 3" LAYER OF SHREDDED MULCH.

ALL PLANT MATERIAL SHALL BE PRUNED, IF NEEDED, TO ACHIEVE THE SHAPE AND FORM CHARACTERISTIC TO THEIR DESIGN INTENT. PRUNING TO BE IN STRICT ACCORDANCE WITH ISA STANDARDS.

ALL SOD OR SEED SHALL BE CERTIFIED (IF APPLICABLE) AND WEED AND INSECT FREE.

CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING EXISTING UTILITIES OR OTHER OBSTRUCTIONS WHICH MAY INTERFERE WITH PLAN INSTALLATION

CALL SUNSHINE ONE CALL SERVICE FOR UNDERGROUND UTILITY LOCATIONS 48 HOURS PRIOR TO ANY EXCAVATION OF DIGGING 1-800-432-4470.

LANDSCAPE AND/OR SOD SHALL BE PLACED TO THE EDGE OF PAVEMENT FROM VEHICULAR AREAS, ADJACENT TO CANAL BANKS, LAKES OR OTHER LANDSCAPE AREAS.

ALL MECHANICAL EQUIPMENT, IRRIGATION PUMPS FPL TRANSFORMERS, POOL PUMPS, ECT. SHALL BE SCREED ON A MINIMUM OF THREE SIDE BY LANDSCAPE SHRUBS.

CORNER CLIP AND VISIBILITY TRIANGLES SHALL BE MAINTAINED FOR CLEAR SIGN VISIBILITY FROM THIRTY (30) INCHED TO EIGHT FEET HIGH (TREE AND PALM TRUNKS EXCLUDED).

ROOT BARRIERS SHALL BE INSTALLED WHERE REQUIRED BY LOCAL UTILITY COMPANY OR OTHER REGULATING AGENCIES.

WHERE FICUS SPECIES ARE USED, APPROPRIATE SETBACKS AND SAFEGUARDS (ROOT BARRIERS) SHALL BE REQUIRED.

ALL TREES AND PALMS SHALL BE STAKED/GUYED IN ACCORDANCE WITH THE SPECIFICATIONS AND PLANTING DETAILS.

ALL PLANTING BEDS SHALL BE SHAPED AND SLOPED TO PROVIDE PROPER DRAINAGE.

LOCAL UTILITY AND FIRE RESCUE CLEARANCE ZONES SHALL BE PROVIDE AROUND ALL ABOVE GROUND OR AT GRADE METERS AND EQUIPMENT.

STREET TREE LOCATIONS SHALL BE COORDINATED WITH DRIVEWAYS, STREET LIGHTS, UTILITIES AND FIRE HYDRANTS.

THERE SHALL BE A MINIMUM SIX FEET SEPARATION BETWEEN LANDSCAPE AND UTILITIES, LANDSCAPE PLANTING SHALL BE IN CONFORMANCE WITH FPL GUIDELINES FOR SETBACKS FROM OVERHEAD UTILITY LINES.

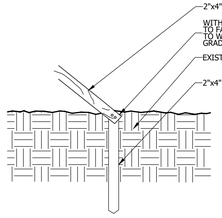
ALL PLANTING AREA SHALL BE EXCAVATED TO A DEPTH OF 30" MINIMUM AND BACKFILLED WITH A SOIL MIX CONSISTING IF ½ NATIVE SOIL, ½ CLEAN SAND AND ½ COMPOSED COW MANURE OR COMPARABLE COMPOSED ORGANIC MATERIAL.

EASEMENTS SHALL NOT ENCROACH LANDSCAPE BUFFERS MORE THAN FIVE FEET.

FDOT TYPE D OR F CURB SHALL BE PROVIDED ALONG THE PERIMETER OF ALL LANDSCAPE, OPEN SPACE, DRAINAGE AND GRADED AREAS ADJACENT TO PAVED VEHICULAR USE AREAS, EXCEPT WHERE WHEEL STOPS ARE PROVIDED.

CORNER CLIPS AND VISIBILITY TRIANGLES SHALL BE MAINTAINED CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30" AND 8" ABOVE CROWN OF PAVEMENT.

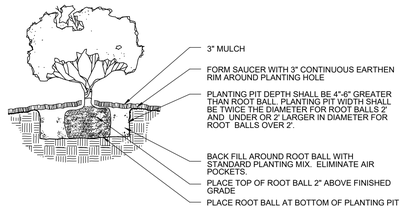
LIGHT POLES, FIRE HYDRANTS, ELECTRICAL/MECHANICAL EQUIPMENT, SIGNS, DRAINAGE STRUCTURES, ECT. SHALL BE INTERFERE WITH LANDSCAPING IN TERMINAL ISLANDS, INTERIOR ISLANDS, MEDIANS, DIAMONDS, BUFFERS OR OTHER LANDSCAPED AREAS.




WOOD STAKING DETAIL

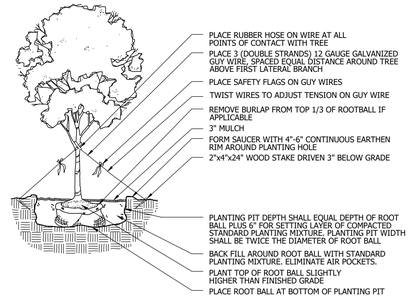
NTS

# PLANTING DETAILS



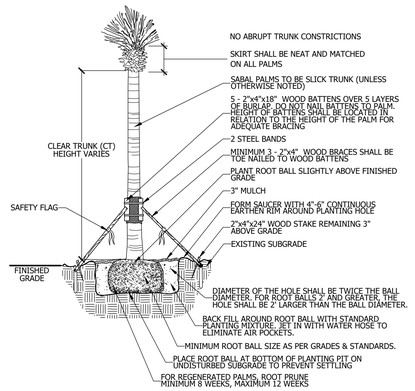

SHRUB/GROUNDCOVER PLANTING DETAIL

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LARGE TREE PLANTING DETAIL

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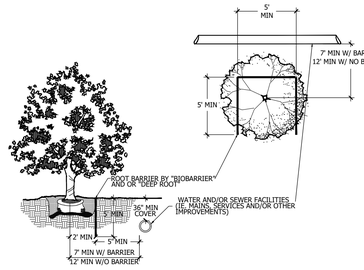



SABAL PALM PLANTING DETAIL

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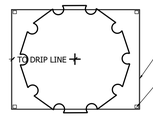
LANDSCAPE AND ROOT BARRIER NOTE:
TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASES ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES. IN ANY CASE THE TREES SHALL BE LOCATED IN THE FIELD IN ACCORDANCE WITH THE PLANTING DETAILS SHOW HEREON.

ADDITIONALLY, TREES ARE TO BE INSTALLED WITH A TEN FOOT (10') SEPARATION FROM ANY WATER OR SEWER MAIN AND /OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM. REFER TO THE "ROOT BARRIER" DETAIL FOR INSTALLATION REQUIREMENTS. PER SEC. 34-189, ALL TREES WITH ROOTS KNOWN TO CAUSE DAMAGE TO PUBLIC ROADWAYS OR OTHER PUBLIC WORKS SHALL NOT BE PLANTED CLOSER THAN 12' TO SUCH PUBLIC IMPROVEMENTS UNLESS THE TREE ROOT SYSTEM IS COMPLETELY CONTAINED WITHIN A BARRIER FOR WHICH THE MINIMUM INTERIOR DIMENSIONS SHALL BE FIVE FEET SQUARE OR AN EQUIVALENT AND FIVE FEET DEEP. ONLY SOD CAN BE INSTALLED WITHIN 7.5' OF A FIRE HYDRANT UNLESS OTHERWISE APPROVED BY THE FIRE MARSHAL.




ROOT BARRIER DETAIL

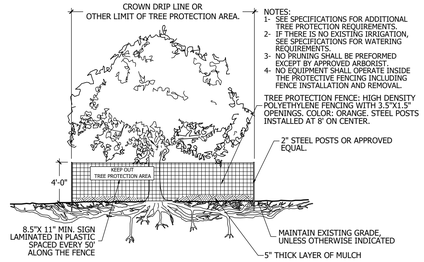
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TREE PROTECTION DETAIL

PLAN VIEW

NTS




NOTES:
1- SEE SPECIFICATIONS FOR ADDITIONAL TREE PROTECTION REQUIREMENTS.
2- IF THERE IS NO EXISTING IRRIGATION, SEE SPECIFICATIONS FOR WATERING REQUIREMENTS.
3- NO PRUNING SHALL BE PREFORMED EXCEPT BY APPROVED ARBORIST.
4- NO EQUIPMENT SHALL OPERATE INSIDE THE PROTECTIVE FENCING INCLUDING FENCE INSTALLATION AND REMOVAL.

TREE PROTECTION FENCE: HIGH DENSITY POLYETHYLENE FENCING WITH 3.5"X1.5" OPENINGS. COLOR: ORANGE. STEEL POSTS INSTALLED AT 8' ON CENTER.

TREE PROTECTION DETAIL

SECTION VIEW

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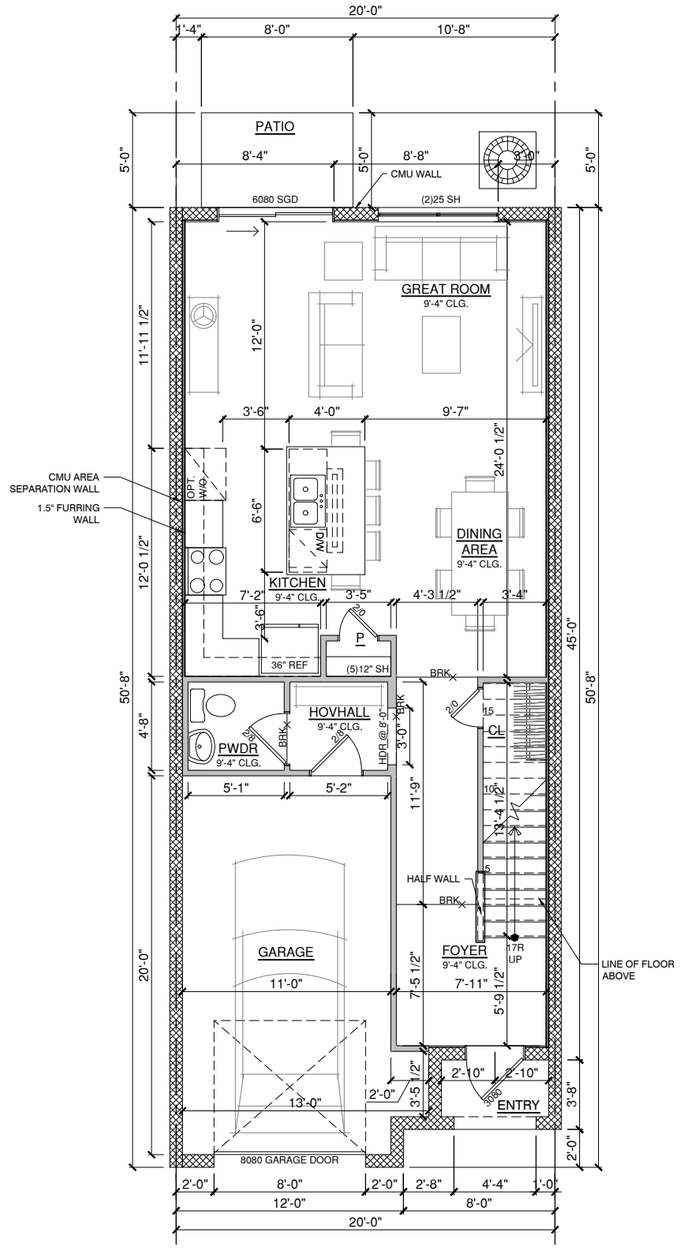
# PLANT LIST

| TREES | QTY | BOTANICAL NAME | COMMON NAME | CONT | CAL | SIZE | NATIVE | LOW MAINT | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| BA | 10 | BULNESIA ARBOREA | VERAWOOD | 45 GAL. OR F.G. | 2.5"Cal | 12`-14` HT, 6`-8` SPRD | N | Y | SINGLE STRAIGHT TRUNK. FULL CANOPY. |
| BS | 39 | BURSERA SIMARUBA | GUMBO LIMBO | 45 GAL. OR F.G. | 2.5-3" CAL. | 12`-14` O.A. HT., 6`-8` SPD. | Y | | FULL CANOPY |
| CA | 2 | CALOPHYLLUM BRASILIENSE | BRAZILIAN BEAUTY LEAF | 30 GAL. OR F.G. | 2" CAL | 12` HT X 5` SPRD | N | | FULL CANOPY |
| DR | 5 | DELONIX REGIA | ROYAL POINCIANA | 45 gal | 2.5" CAL | 14`-16` OA HT. | | | SINGLE STRAIGHT TRUNK. FULL CANOPY. FLORIDA FANCY. |
| ED | 19 | ELAEOCARPUS DECIPIENS | JAPANESE BLUEBERRY TREE | 45 GAL. OR F.G. | N.A. | 12`-14` x 5` SPRD. | N | | FULL & THICK CANOPY, SHEARED CONICAL SHAPE. FLORIDA FANCY. 4` CT SINGLE STRAIGHT TRUNK. MATCHED, |
| HRS | 4 | HIBISCUS STANDARD | HIBISCUS TREE | 15 gal | N.A. | 6` O.A., STANDARD | N | | FULL HEAD, THICK TRUNK, SEMINOLE PINK |
| JAT | 1 | JATROPHA INTEGERIMA | JATROPHA | 25 GAL | 1.5" CAL | 5` OA MULTI STEM | N | N | FULL & THICK, FLORIDA FANCY. |
| JB | 3 | JUNIPERUS SILICICOLA `BRODIE` | BRODIE SOUTHERN RED CEDAR | 45 gal | N.A. | 12` O.A. | Y | Y | FULL & THICK, FULL TO BASE. |
| LI | 1 | LAGERSTROEMIA INDICA `MUSKOGEE` OR ``TUSKEGEE` | CREPE MYRTLE | 30 GAL | 1.5" CAL | 12` HT X 4` SPRD | N | | MULTI, LIMB UP 5`. CHERRY LAKE NURSERY. |
| LJ | 3 | LIGUSTRUM JAPONICUM | JAPANESE PRIVET | 45 GAL. OR F.G. | 3 TRK MIN., 1"-2" CAL. EA. | 6` HT., 6` SPD. | | | FULL CANOPY, MULTI TRUNK, LIMB UP 3` |
| QV | 61 | QUERCUS VIRGINIANA | LIVE OAK | 45 GAL. OR F.G. | 2" CAL. MIN | 12` -14` OA | Y | | FULL CANOPY, FL #1 |
| **PALM TREES** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **CAL** | **SIZE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CH | 1 | CHAMAEROPS HUMILIS | EUROPEAN FAN PALM | 30 GAL | N.A. | 4`-5` O.A. | N | N | MULTI TRUNK, FULL CANOPY. |
| RE | 14 | ROYSTONEA ELATA | ROYAL PALM * * | FIELD GROWN | N.A. | 8` GW, 16` CT, 24` OA | Y | | FULL CANOPY. MATCHED. |
| SP | 82 | SABAL PALMETTO | SABAL PALM | FIELD GROWN | N/A | 18`, 22`, 26` OA STGG | Y | | SLICK TRUNK, STRAIGHT, SEE PLAN FOR OVERALL HEIGHTS |
| SP2 | 7 | SABAL PALMETTO | CURVED CABBAGE PALM | N.A. | N.A. | 14`-16` OA | Y | Y | STRONG, UNIQUE CURVES, SLICK TRUNKS |
| TR | 4 | THRINAX RADIATA | TRIPLE THATCH PALM | FIELD GROWN | MULTI TRUNK | 7`-8` HT X 3`-4` SPRD | Y | Y | FULL & THICK |
| **SHRUBS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| CIR | 665 | CHRYSOBALANUS ICACO `RED TIP` | RED TIP COCOPLUM | 7 GAL | 30" X 24" | A.S. | Y | | FULL & THICK |
| CLD15 | 119 | CLUSIA GUTTIFERA | SMALL-LEAF CLUSIA | 15 gal | 30"X30" | 3` O.C. | Y | | FULL & THICK, FLORIDA FANCY |
| CG7 | 154 | CLUSIA GUTTIFERA | SMALL LEAF CLUSIA | 7 GAL | #7, 3` X 2` | A.S. | | | FULL TO BASE |
| CLP | 6 | CRINUM ASIATICUM `QUEEN EMMA` | RED CRINUM LILY | 15 GAL. | 3` X 3` | A.S. | | | FULL & THICK |
| FF | 1 | FURCRAEA FOETIDA | FALSE AGAVE | 7 gal. | 3` O.A. | A.S. | N | N | FULL & THICK |
| PM7 | 68 | PODOCARPUS MACROPHYLLUS | PODOCARPUS | 7 gal | 6` | 2` O.C. | N | | FULL & THICK |
| SA | 24 | SCHEFFLERA `TRINETTE` | TRINETTE | 3 GAL | 1.5` X 1.5` | 2` O.C. | | | FULL & THICK |
| **GROUND COVERS** | **QTY** | **BOTANICAL NAME** | **COMMON NAME** | **CONT** | **SIZE** | **SPACE** | **NATIVE** | **LOW MAINT** | **REMARKS** |
| AG | 86 | ARACHIS GLABRATA | PERENNIA PEANUT | 4" POT | 6" X 6" | 12" OC | N | | |
| BF | 81 | BULBINE FRUTESCENS | STALKED BULBINE | 3 GAL | 12" x 12" | 24" OC | | | FULL AND THICK |
| CID | 339 | CHRYSOBALANUS ICACO `HORIZONTAL` | DWARF COCOPLUM | 3 GAL | 12" x 12" | 24" O.C. | Y | | FULL & THICK, NOT STRETCHED, FLORIDA FANCY |
| CODM2 | 71 | CODIAEUM VARIGATUM `MANGO` | MANGO CROTON | 7 GAL | 24" X 24" | 24" O.C. | N | | FULL & THICK |
| FG | 237 | FICUS MACROPHYLLA `GREEN ISLAND` | GREEN ISLAND FICUS | 3 GAL | 12" x 12" | 24" O.C. | | | FULL AND THICK |
| HP* | 230 | HAMELIA PATENS | FIREBUSH | 3 GAL | 18" X18" | 30" O.C. | Y | N | FULL & THICK |
| HS | 18 | HIBISCUS RED `SEMINOLE PINK` | SEMINOLE PINK HIBISCUS | 1 GAL | 24" X 24" | 24" O.C. | N | | FULL & THICK |
| IV | 23 | ILEX VOMITORIA `SHILLINGS DWARF` | DWARF YAUPON HOLLY | 3 

FRONT LOAD TOWNHOME PRODUCT

# Arabella II

1683 SQFT :: 20' x 50'-8"




FIRST FLOOR :: 729 SQFT

BASE PLAN :: INTERIOR

SECOND FLOOR :: 954 SQFT

BASE PLAN :: INTERIOR

FLORIDA :: SOUTHEAST FLORIDA

**Boatman's Hammock**

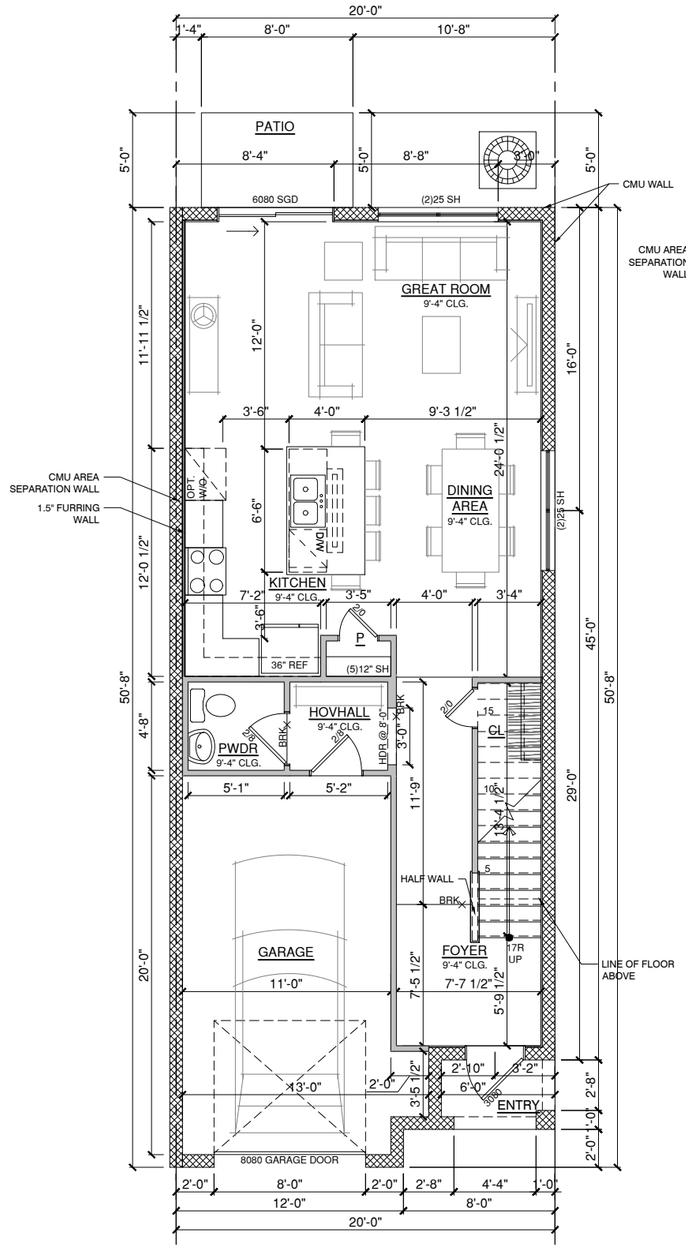
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Corporate Product Development :: NYC Design Studio

FRONT LOAD TOWNHOME PRODUCT

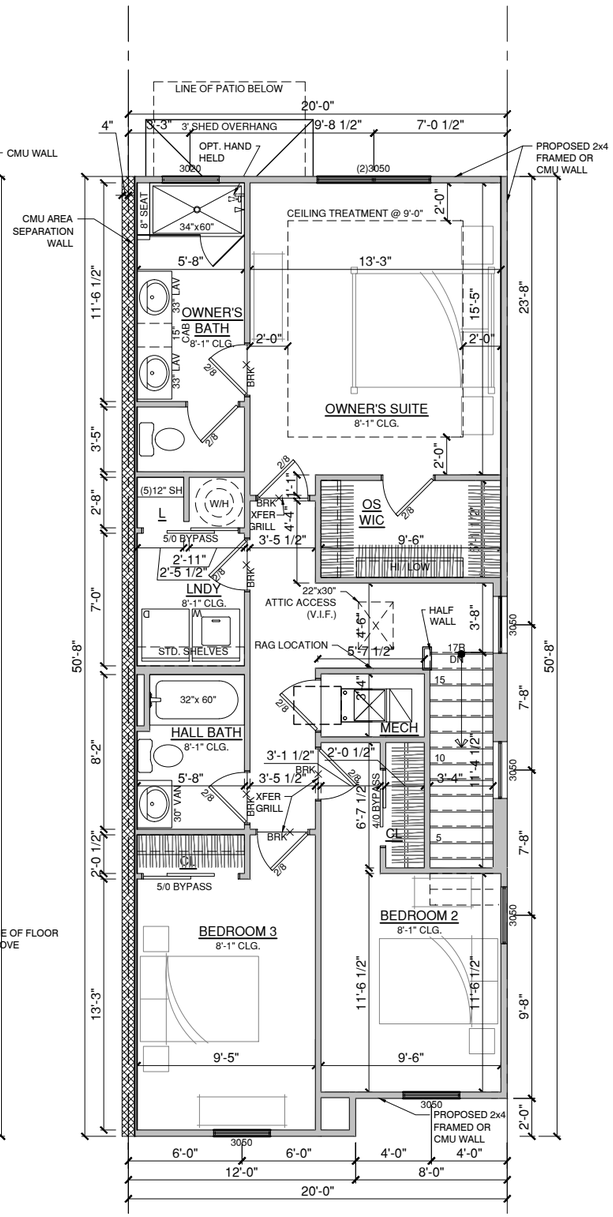
# Arabella III

1680 SQFT :: 20' x 50'-8"




FIRST FLOOR :: 729 SQFT

BASE PLAN :: EXTERIOR




SECOND FLOOR :: 951 SQFT

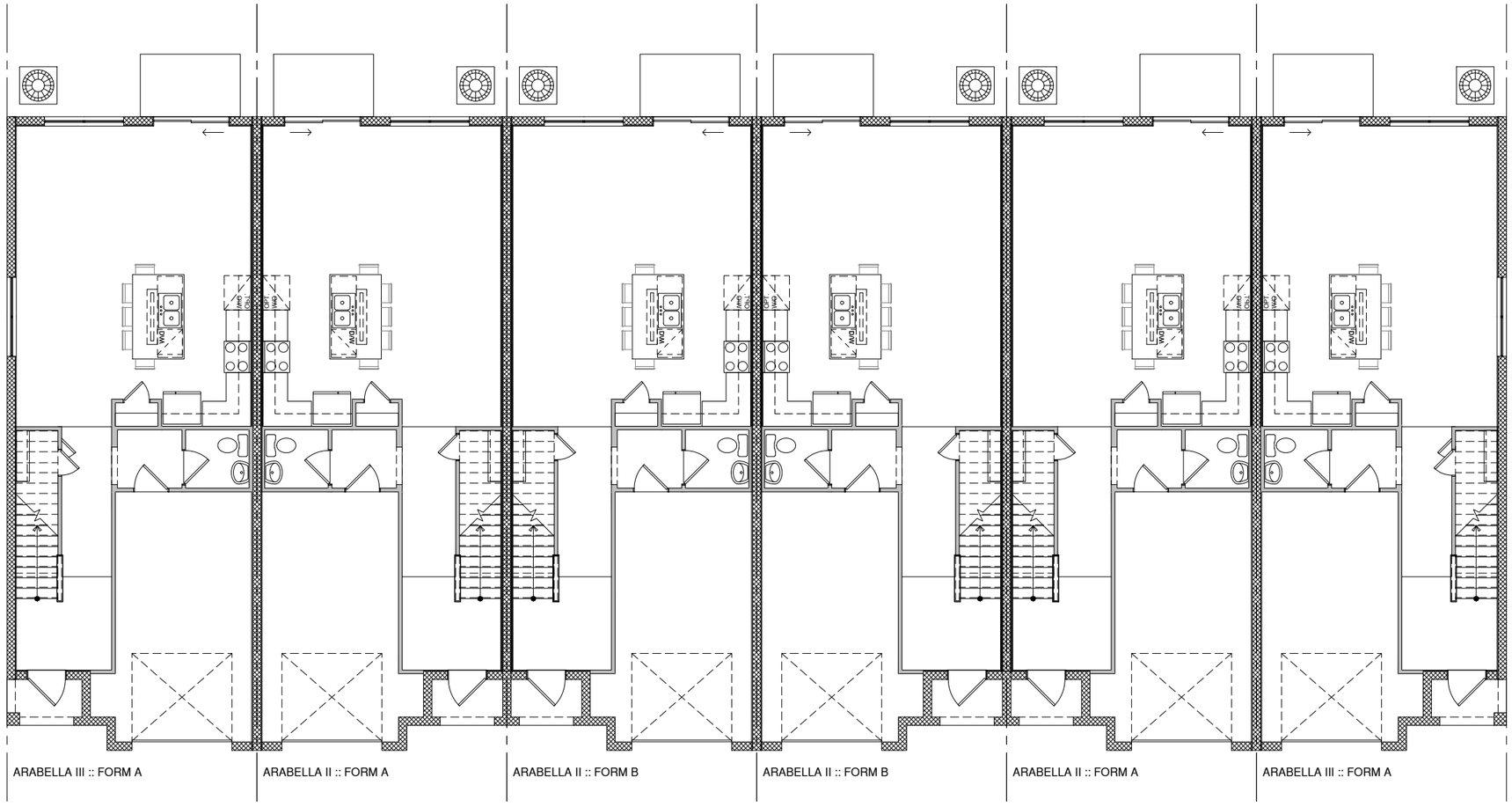
BASE PLAN :: EXTERIOR

FLORIDA :: SOUTHEAST FLORIDA

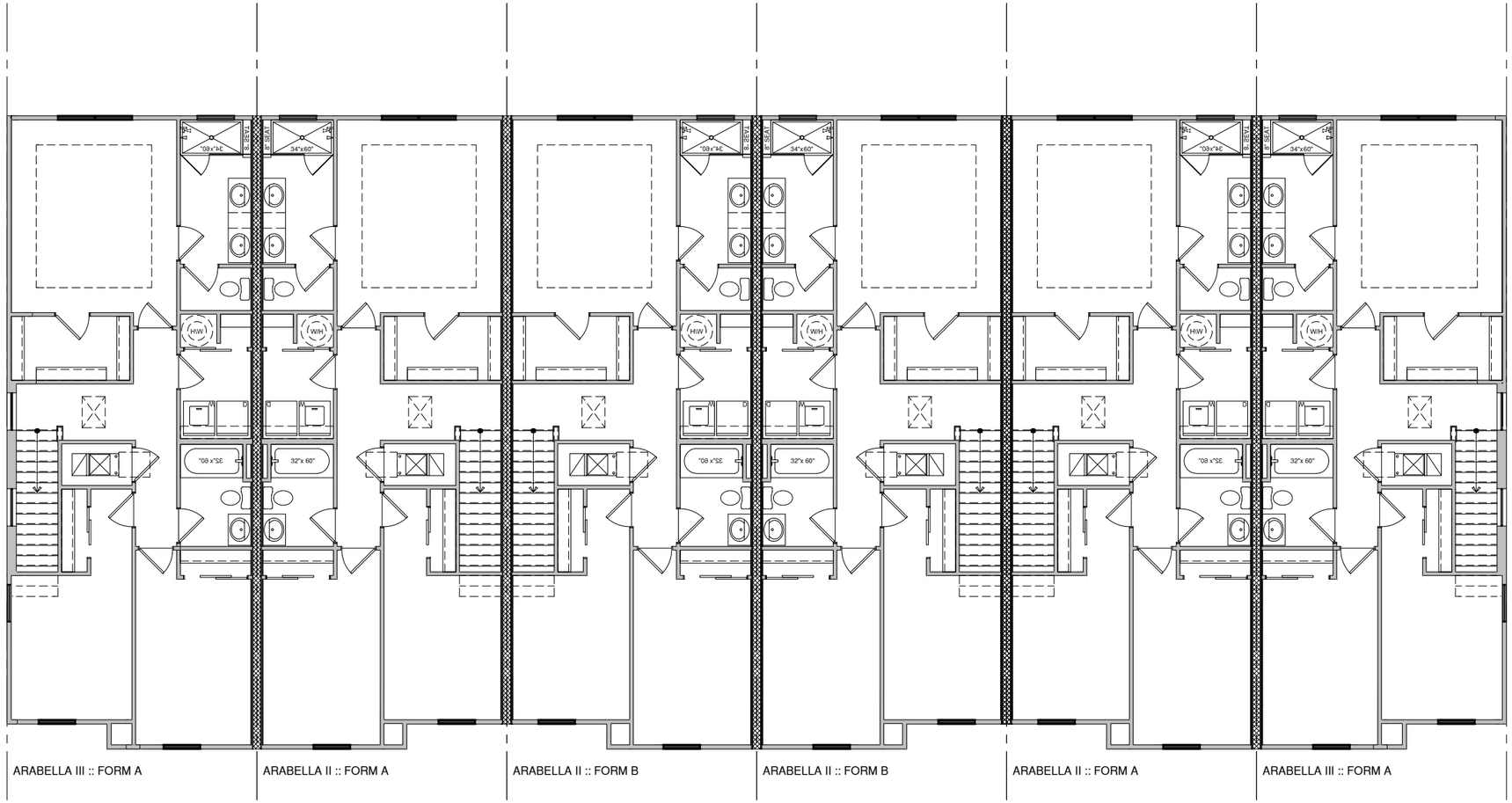
**Boatman's Hammock**

KHovnanian® Companies

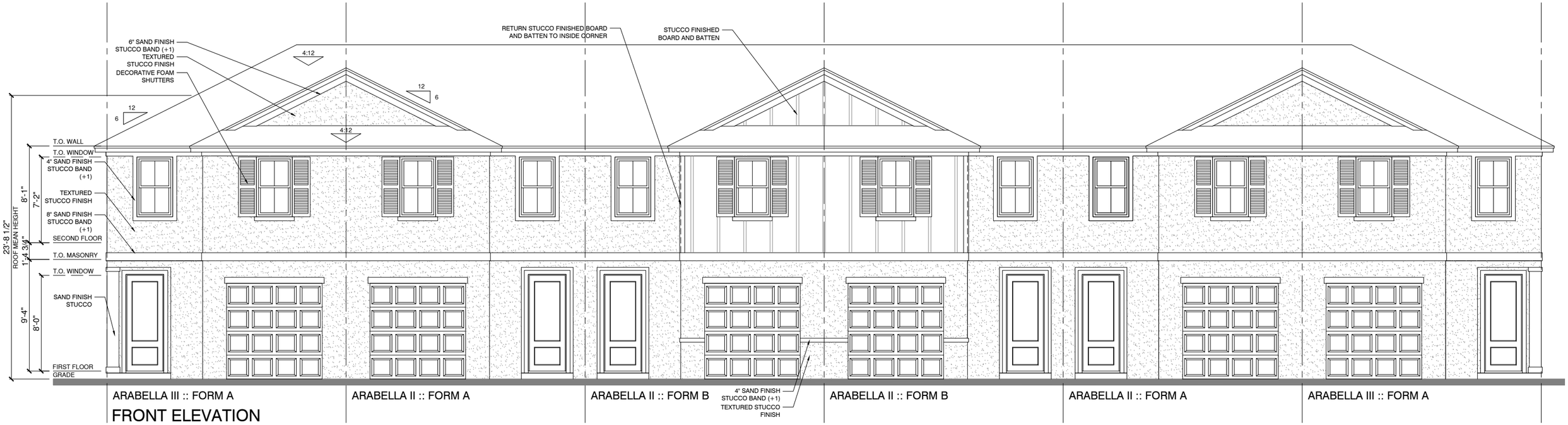
Corporate Product Development :: NYC Design Studio




6 STRING :: 1ST FLOOR
BASE PLAN




6 STRING :: 2ND FLOOR
BASE PLAN




FRONT ELEVATION



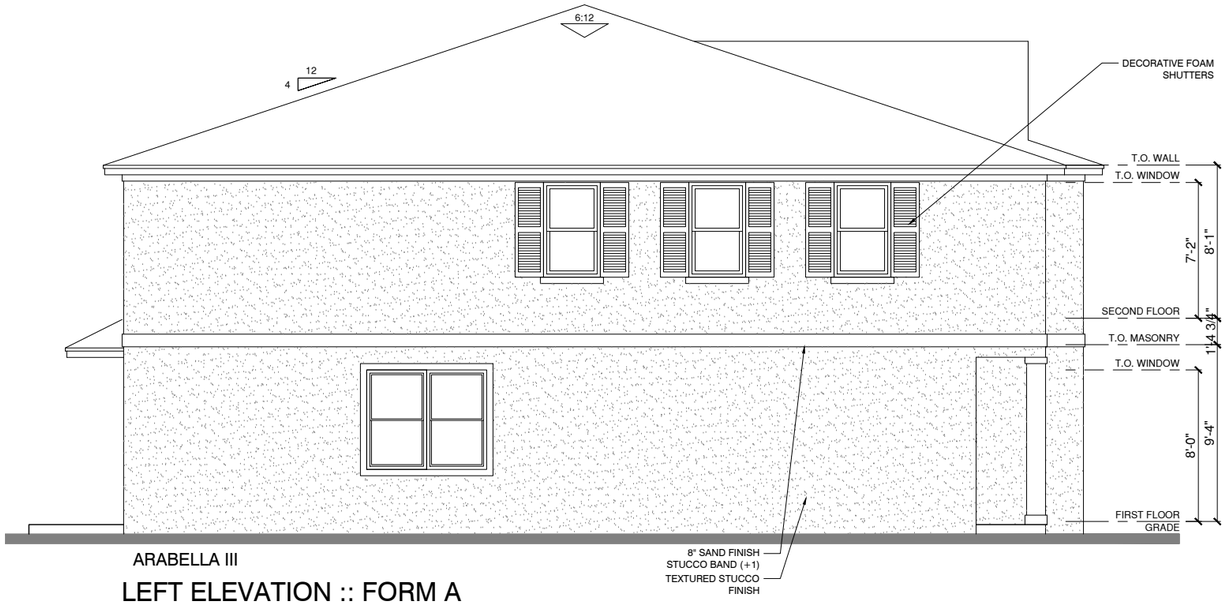

REAR ELEVATION

FLORIDA :: SOUTHEAST FLORIDA

# Boatman's Hammock

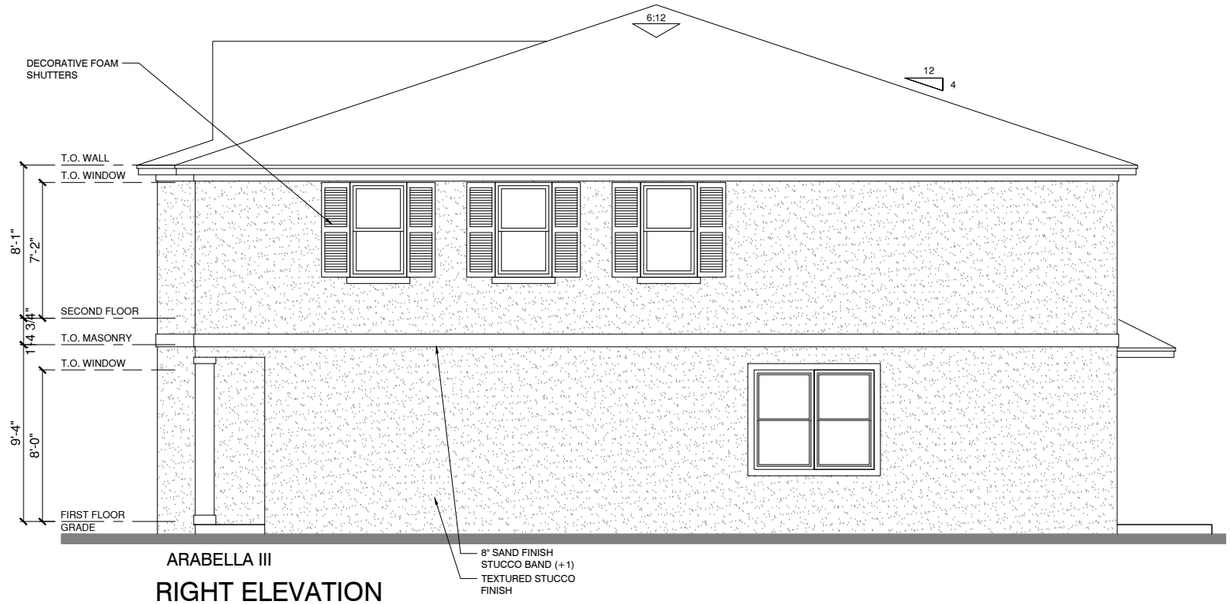
K Hovnanian® Companies

Corporate Product Development :: NYC Design Studio



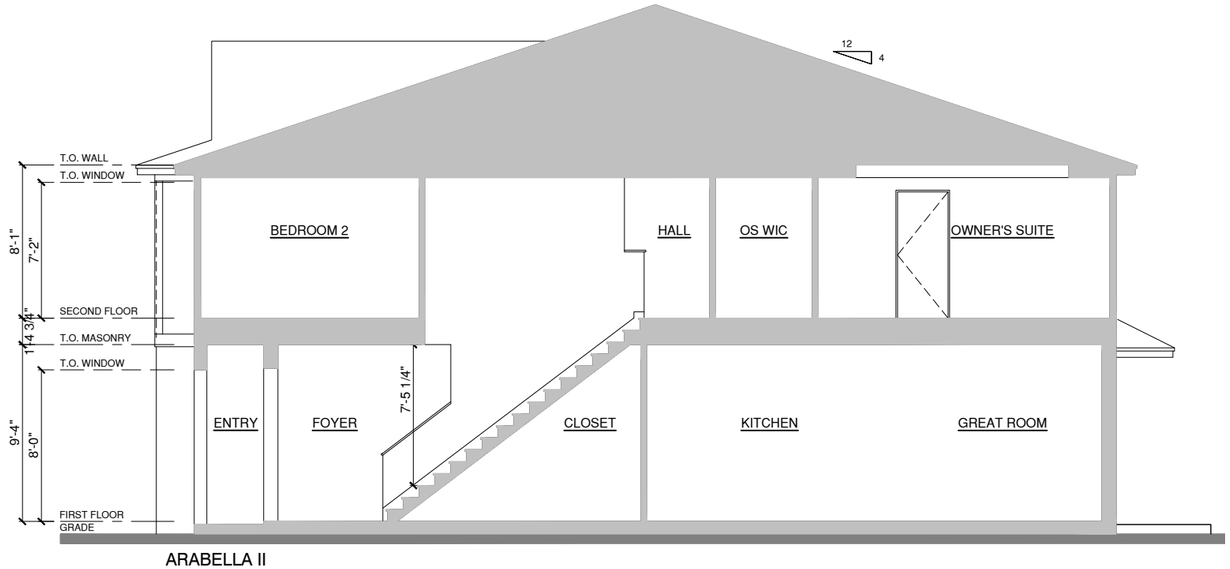

ARABELLA III

LEFT ELEVATION :: FORM A



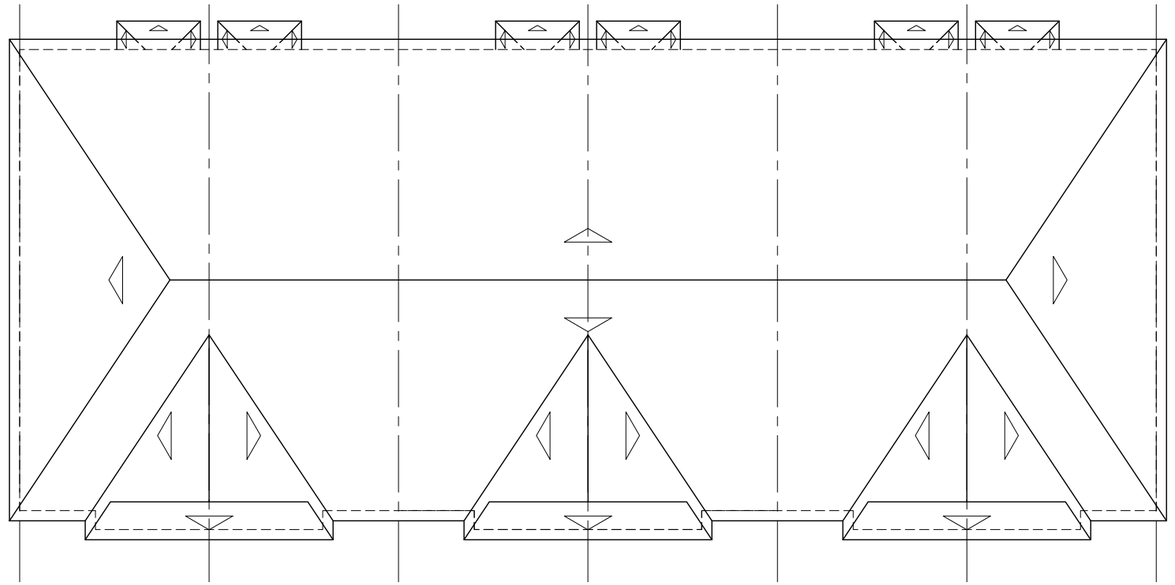

ARABELLA III

RIGHT ELEVATION




ARABELLA II

BULDING SECTION



ROOF PLAN

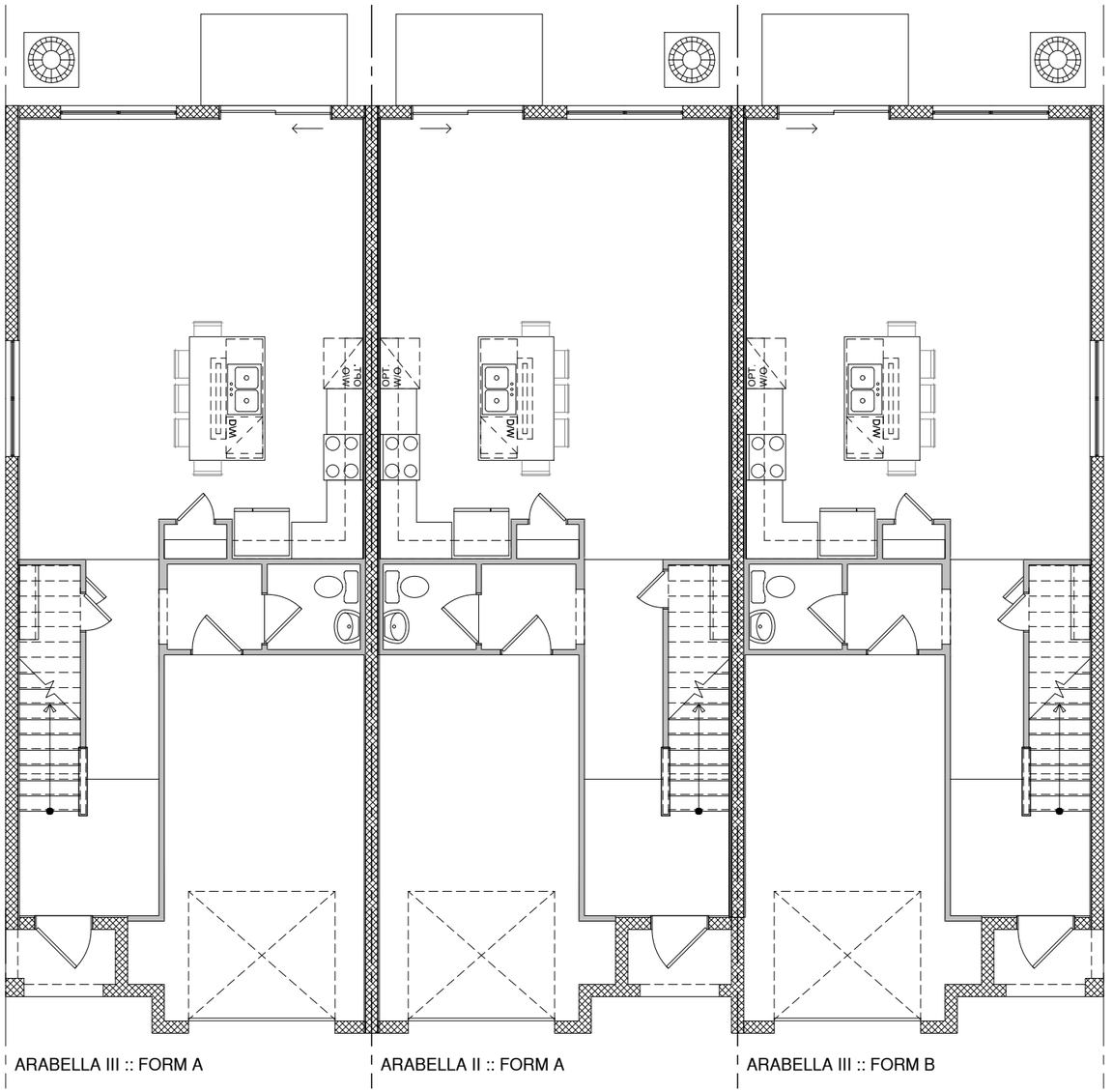
FORM A

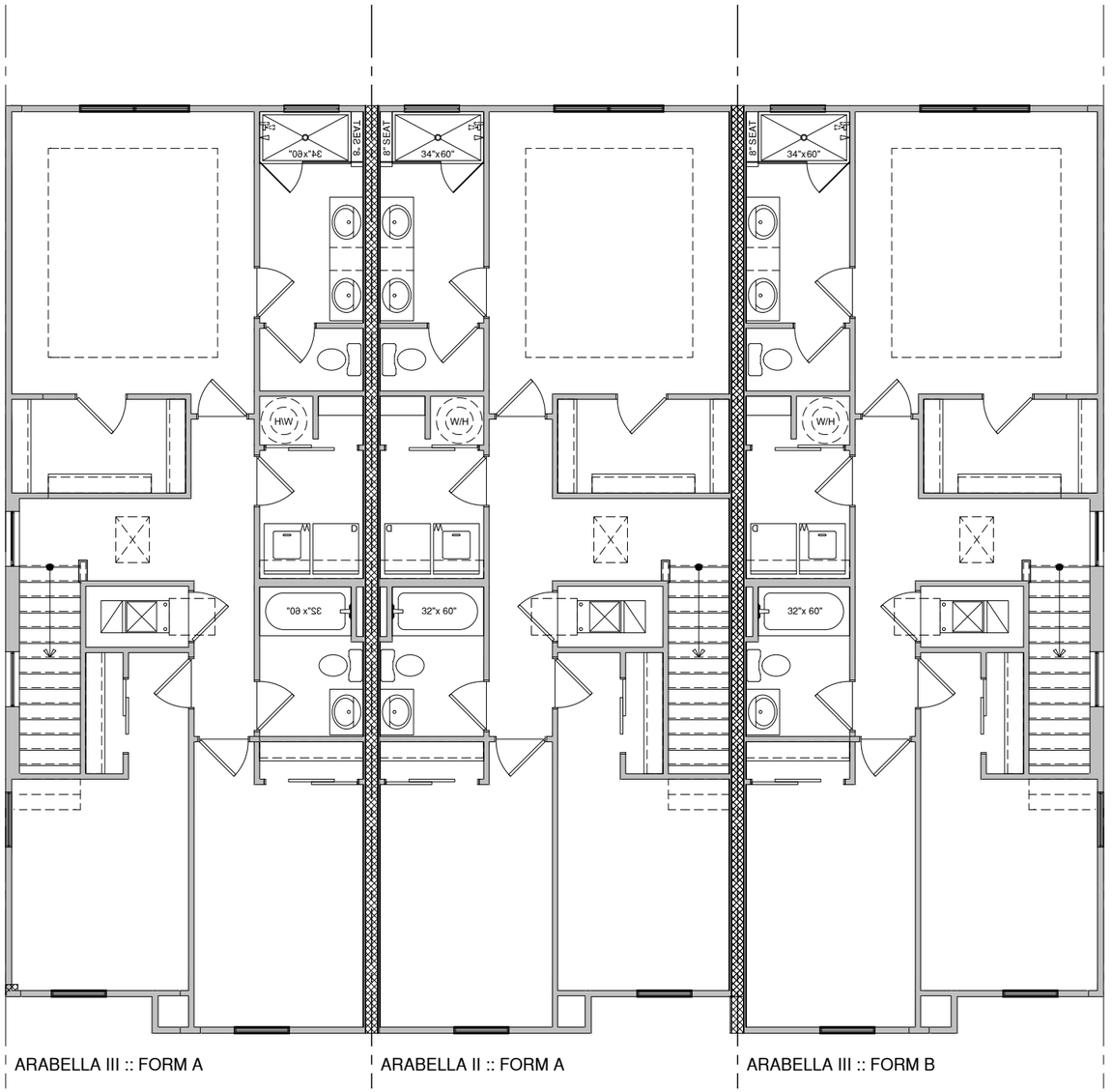
SCALE :: 1/16" = 1'-0"

FLORIDA :: SOUTHEAST FLORIDA

# Boatman's Hammock

KHovnanian® Companies


W/D
OPT. W/D
W/D
OPT. W/D
W/D
ARABELLA III :: FORM A
ARABELLA II :: FORM A
ARABELLA III :: FORM B


34"x60"
34"x60"
34"x60"
W/H
W/H
W/H
32"x 60"
32"x 60"
32"x 60"
ARABELLA III :: FORM A
ARABELLA II :: FORM A
ARABELLA III :: FORM B



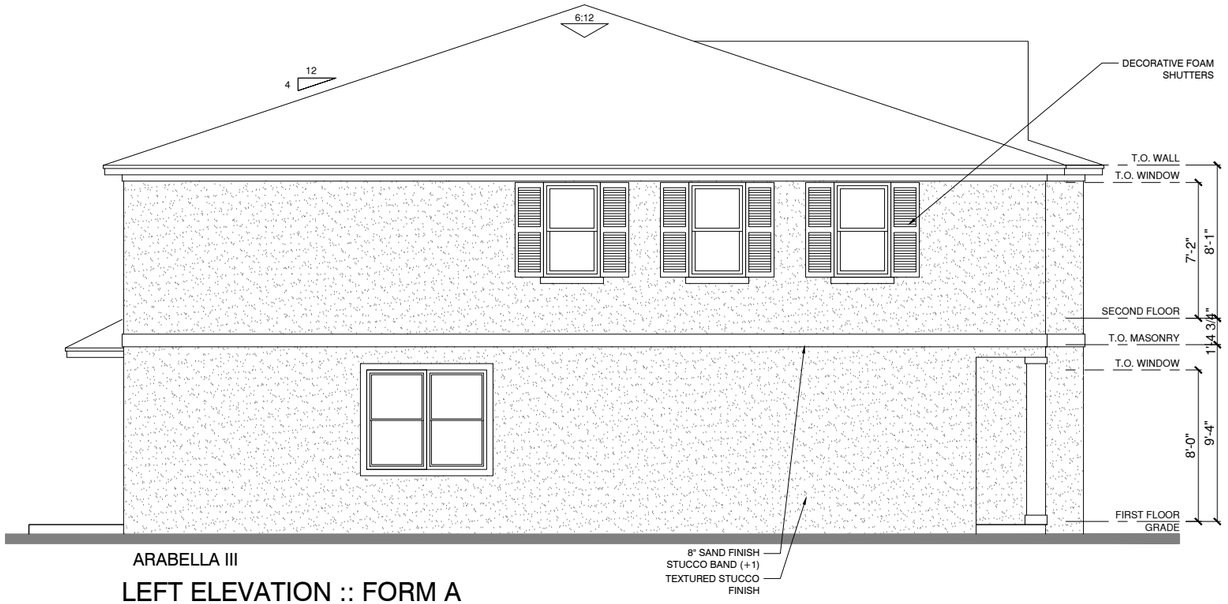

ARABELLA III :: FORM A | ARABELLA II :: FORM A | ARABELLA III :: FORM B

## FRONT ELEVATION



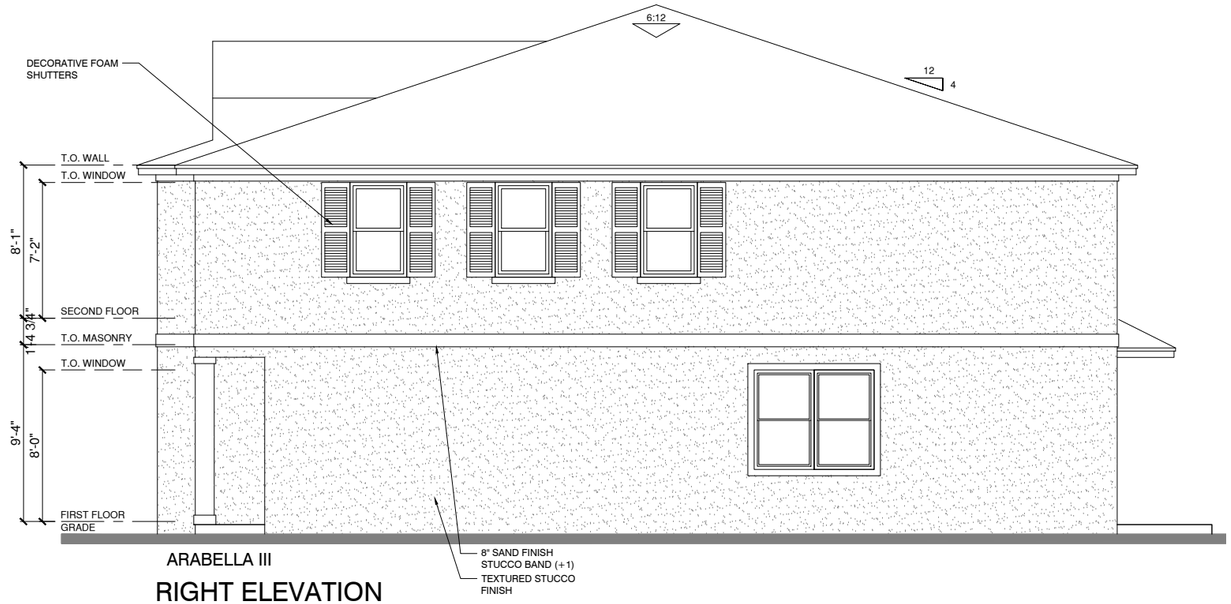

ARABELLA III :: FORM A | ARABELLA II :: FORM A | ARABELLA III :: FORM B

## REAR ELEVATION



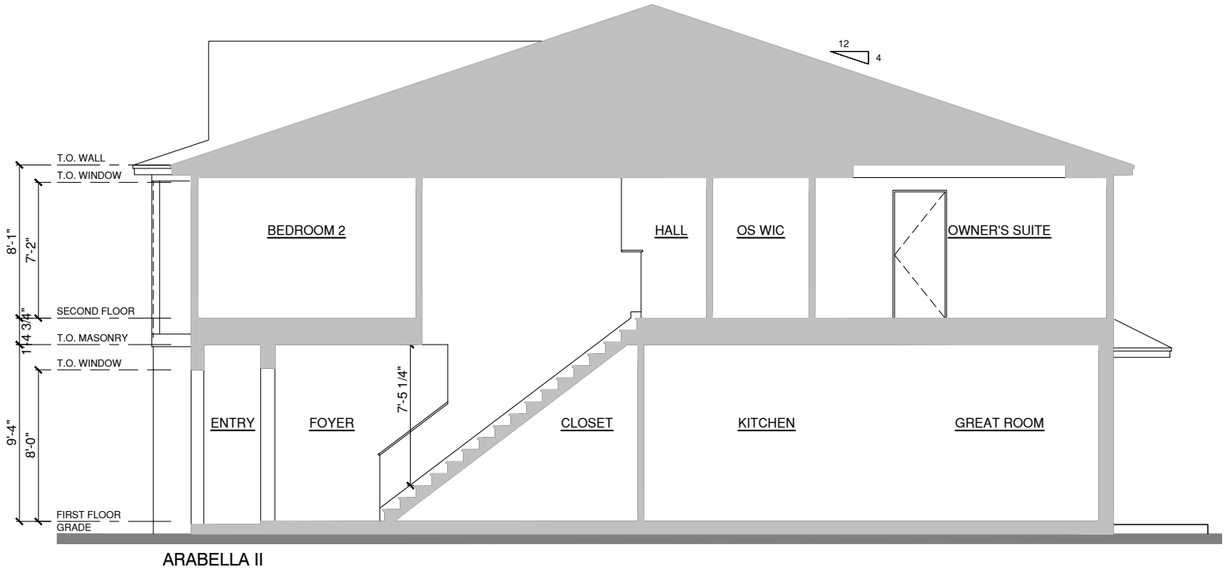

ARABELLA III

LEFT ELEVATION :: FORM A



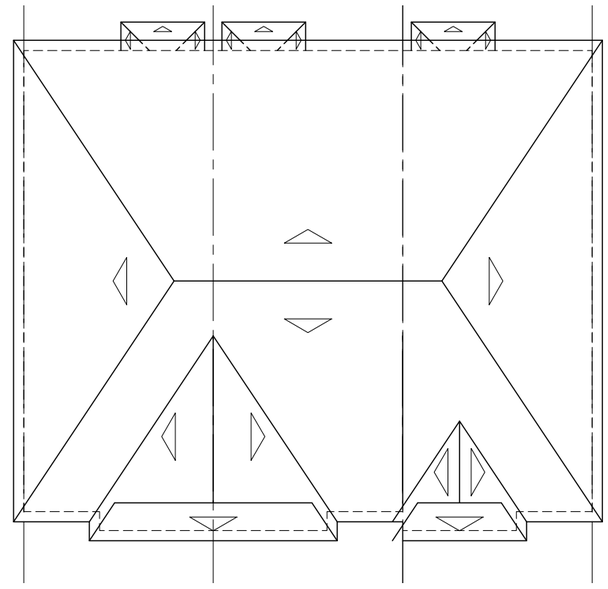

ARABELLA III

RIGHT ELEVATION




ARABELLA II

BULDING SECTION



ROOF PLAN

FORM A

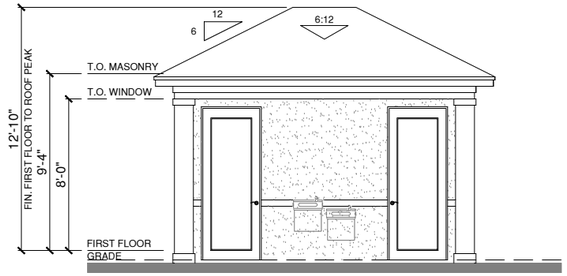
SCALE :: 1/16" = 1'-0"

FLORIDA :: SOUTHEAST FLORIDA

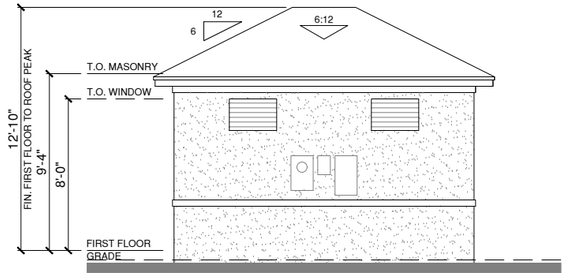
**Boatman's Hammock**

KHovnanian® Companies

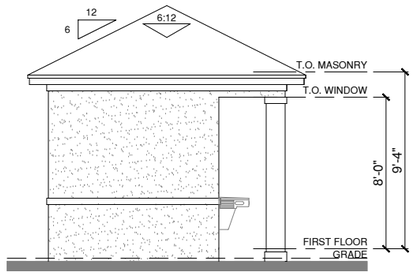
Corporate Product Development :: NYC Design Studio



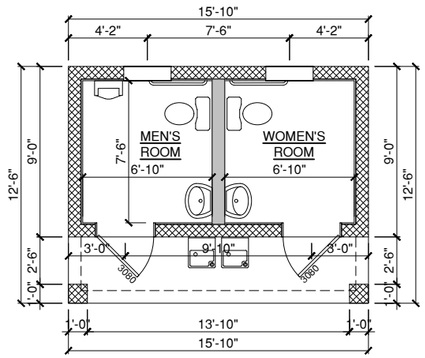

FRONT ELEVATION



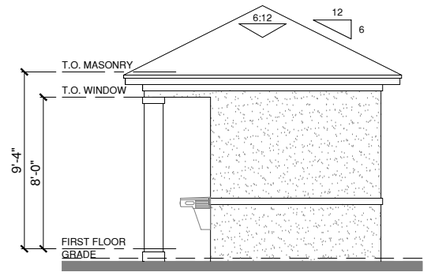

REAR ELEVATION



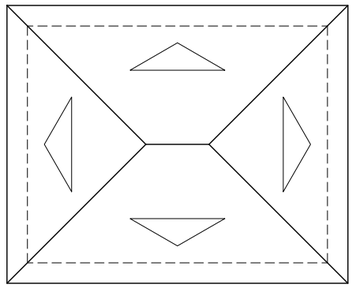

LEFT ELEVATION




FIRST FLOOR :: 142 SQFT




RIGHT ELEVATION

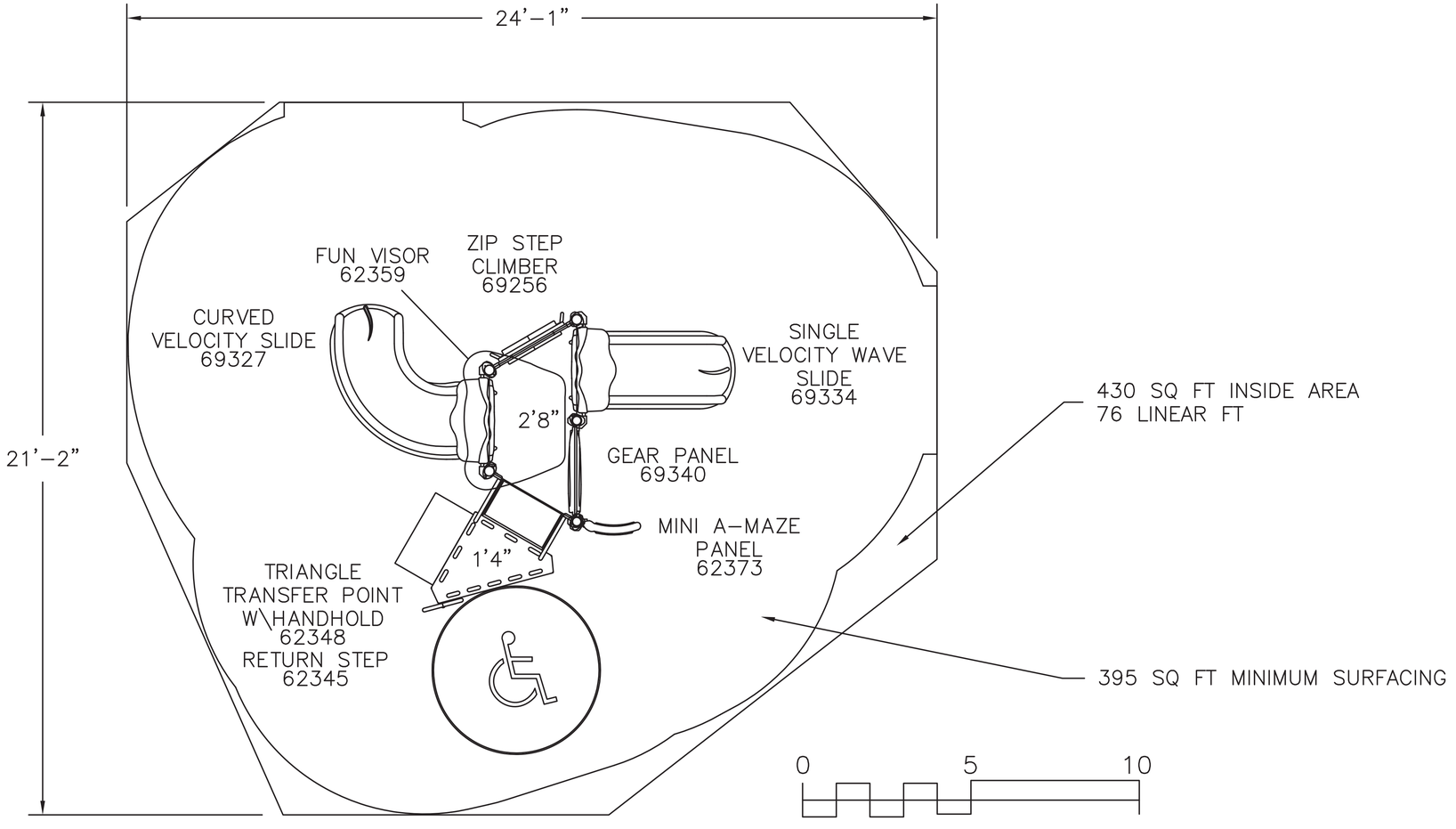


ROOF PLAN

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| 2016 CATALOG UNIT<br>10-94434<br>Play and Park Structures | This play equipment is recommended for children ages:<br>2-5<br>Minimum Area Required:<br>24'-1" x 21'-2" | Scale: 1/4"=1'<br>This drawing can be scaled only when in an 11" x 17" format | Drawn By:<br>Charlie Walcott<br>Date:<br>11/11/15<br>Quote Number:<br>10-00003 | play&park structures<br>A PLAYCORE Company<br>401 Chestnut St., Ste. 410<br>Chattanooga, TN 37402<br>800-727-1907 / www.playandpark.com | | Total Play Components | 5 | | | User Capacity<br>10-20<br>Critical Fall Height<br>2'-8" |
| | | | | | | Elevated Play Components | 4 | | | |
| | | | | | | Elevated Play Components Accessible by Ramp | 0 | Req. | 0 | |
| | | | | | | Elevated Components Accessible by Transfer | 4 | Req. | 2 | |
| | | | | | | Accessible Ground Level Components Shown | 1 | Req. | 1 | |
| | | | | | | Different Types of Ground Level Components | 1 | Req. | 1 | |

DURAmax PLAY SYSTEMS

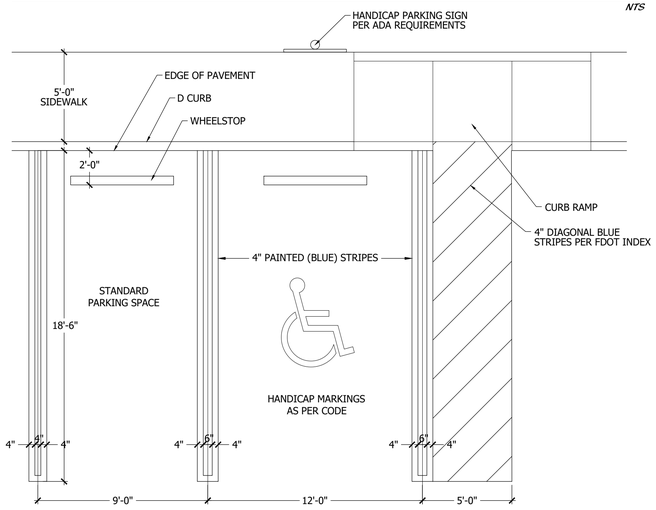
ISO 9001 CERTIFIED




It is the manufacturer's opinion that the structure shown herein complies with current ada standards concerning accessibility if used with proper accessible surfacing and together with other necessary ground level play equipment.
IMPORTANT: Never install play equipment over hard, unresilient surfaces such as asphalt, concrete, or compacted earth. It is the owner's responsibility to ensure the "minimum area required" contains an appropriate amount of resilient material to cushion accidental falls.

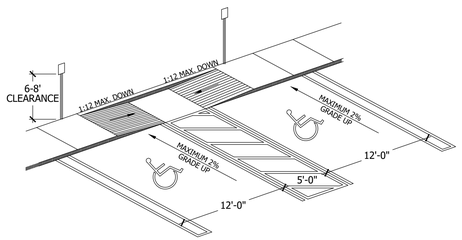
## STANDARD AND HANDICAP PARKING DETAIL

NTS




## HANDICAP RAMP DETAIL

NTS

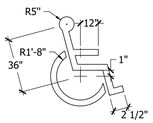



NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

## HANDICAP SYMBOL DETAIL

NTS

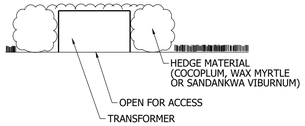



NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

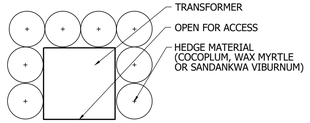
## TRANSFORMER DETAIL

NTS

ELEVATION VIEW




PLAN VIEW




## BIKE RACK DETAIL

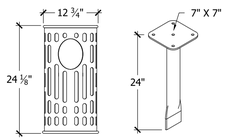
NTS




TYPE: MADRAX 5 LOOP HEAVY DUTY WINDER
COLOR: LEXINGTON GREEN OR BLACK
FINISH: POWDER COAT

## TRASH CAN DETAIL

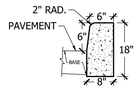
NTS




TYPE: WABASH VALLEY ASH URN
COLOR: GREEN OR BLACK / RIB PATTERN
FINISH: POWDER COAT

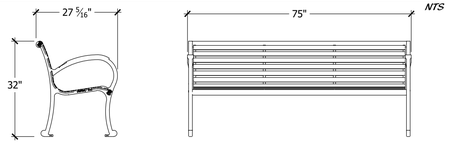
## D CURB DETAIL

NTS




## BENCH DETAIL

NTS




TYPE: DUMOR 160 SERIES BENCH
COLOR: GREEN OR BLACK
FINISH: ZINC RICH AND POLYESTER POWDER COAT

## PEDESTRIAN CROSSING SIGN

NTS



COLORS:
BACKGROUND = YELLOW
IMAGE = BLACK

24" HT X 24" W

## HANDICAP SIGN DETAIL

NTS




COLORS:
TOP SYMBOL & BORDER = WHITE
BOTTOM TEXT & BORDER = BLACK
TOP BACKGROUND = BLUE
BOTTOM BACKGROUND = WHITE

## PERIMETER FENCE DETAIL

NTS



6' HEIGHT
VINYL COATED CHAIN LINK
COLOR: GREEN OR BLACK

## STOP SIGN DETAIL

NTS




COLORS:
BACKGROUND = RED
LETTERS = WHITE
BOARDER = WHITE

30" HT X 30" W
2" CONTINUOUS BORDER

# Site Details


Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-26000535

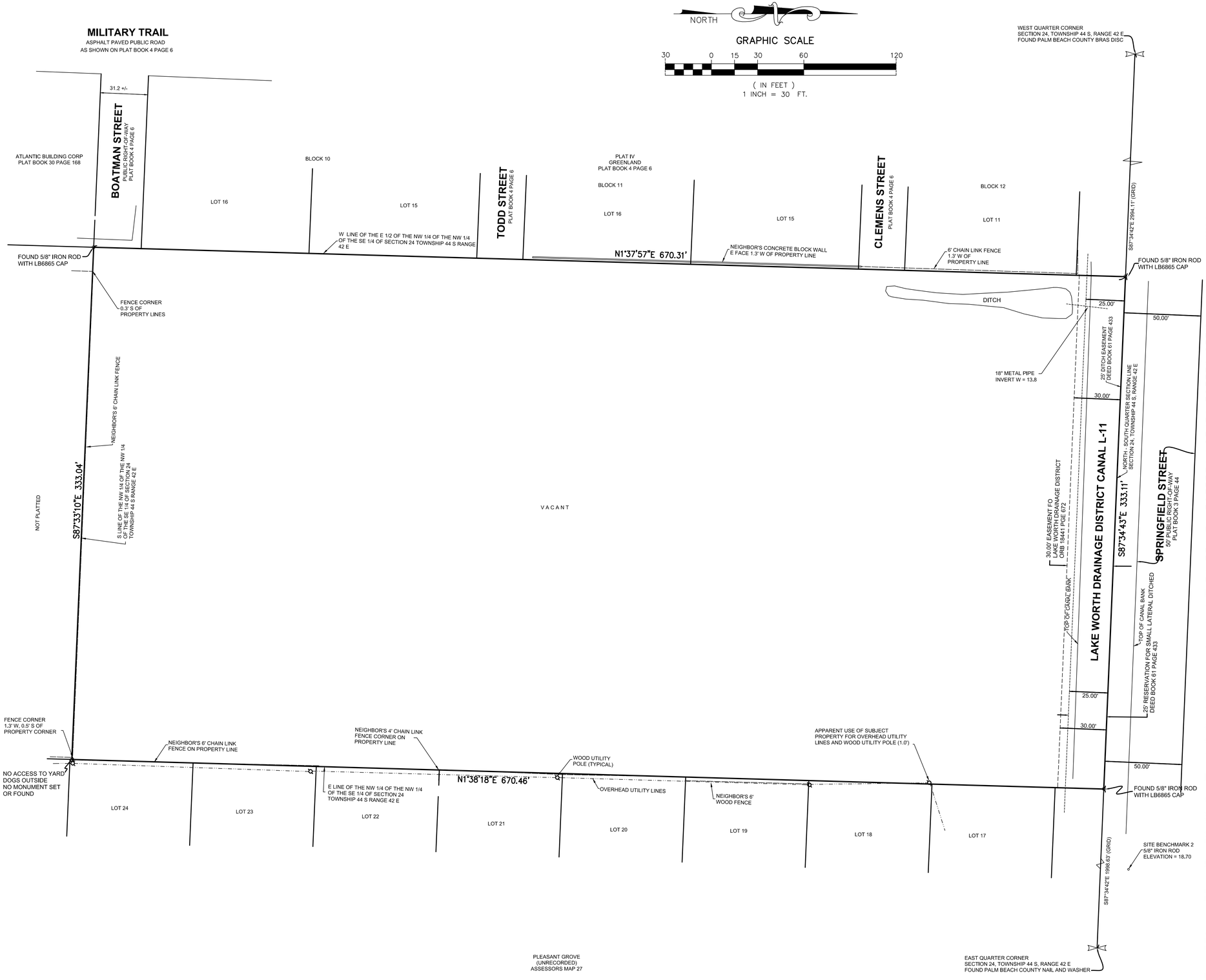

**Boatman Hammock**
Palm Springs, Florida

| | |
|---|---|
| DESIGNED | DEH |
| DRAWN | RO/RNK |
| APPROVED | DEH |
| JOB NUMBER | 20-0905 |
| DATE | 01-22-21 |
| REVISIONS | 02-25-21 |
| | 03-16-21 |
| | 05-04-21 |
| | 06-18-21 |

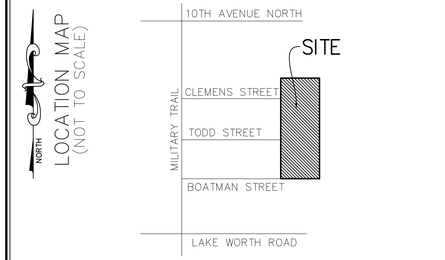
June 18, 2021 8:51:57 a.m.
Drawing: 20-0905 SP.DWG

SHEET 2 OF 2


® COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.




## LOCATION MAP
(NOT TO SCALE)




## LEGEND

| | | | |
|---|---|---|---|
| A/C | – AIR CONDITIONER | ⚓ | – ANCHOR |
| ALUM. | – ALUMINUM | BFP | – BACKFLOW PREVENTER |
| CONC. | – CONCRETE | CB | – CABLE BOX |
| COVD. | – COVERED | CB | – CATCH BASIN |
| F.F.E. | – FINISH FLOOR ELEVATION | CO | – CLEANOUT |
| FND. | – FOUND | DMH | – DRAINAGE MANHOLE |
| F.P.L. | – FLORIDA POWER & LIGHT | EB | – ELECTRIC BOX |
| P.B. | – PLAT BOOK | FH | – FIRE HYDRANT |
| PG. | – PAGE | HP | – HANDICAP PARKING |
| O.R.B. | – OFFICIAL RECORDS BOOK | ICV | – IRRIGATION CONTROL VALVE |
| R/W | – RIGHT–OF–WAY | LP | – LIGHT POLE |
| TYP. | – TYPICAL | PP | – POWER POLE |
| | | SMH | – SANITARY MANHOLE |
| | | SIGN | – SIGN |
| | | V | – VALVE |
| | | WM | – WATER METER |
| | | YD | – YARD DRAIN |

## SCHEDULE B–II EXCEPTIONS

EASTERN NATIONAL TITLE AGENCY FLORIDA, LLC
FILE NUMBER: FLX1243
COMMITMENT DATE: SEPTEMBER 30, 2020 AT 8:00AM

9. DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS, RECORDED IN DEED BOOK 61, PAGE 433 , BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (DOES AFFECT. PLOTTTED HEREON).

10. REQUIRED RIGHT–OF–WAY OF THE LAKE WORTH DRAINAGE DISTRICT CANAL NO. , AS MAY BE DISCLOSED BY AERIAL MAPS REFERENCED BY AFFIDAVIT RECORDED IN BOOK 1732, PAGE 612 AND ANY RIGHTS, TITLE OR INTEREST OF SAID DISTRICT ACQUIRED PURSUANT TO CHANCERY CASE NO. 407, AS RECORDED IN BOOK 6495, PAGE 761, BOOK 6495, PAGE 1165, BOOK 6495, PAGE 1545 AND BOOK 6495, PAGE 1554. (DOES AFFECT. ABANDONED IN BOOK 18441 PAGE 668).

11. RESTRICTIONS, DEDICATIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS SHOWN ON THE PLAT OF PLAT IV GREENLAND, AS RECORDED IN PLAT BOOK 4, PAGE(S) 6, BUT DELETING ANY COVENANT, CONDITION OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATE 42 USC 3604(C). (DOES AFFECT. PROVIDES PUBLIC ROAD ACCESS BY WAY OF BOATMAN STREET. PLOTTED HEREON)

12. EASEMENT GRANTED TO LAKE WORTH DRAINAGE DISTRICT BY INSTRUMENT RECORDED IN BOOK 18441, PAGE 672. (DOES AFFECT. PLOTTED HEREON).

13. STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT AGREEMENT AS SET FORTH IN INSTRUMENT RECORDED IN BOOK 20775, PAGE 1437. (DEOS AFFECT. NOT PLOTTTED. BLANKET IN NATURE).

14. CONTRACT FOR THE SALE AND PURCHASE OF DEVELOPMENT RIGHTS RECORDED IN BOOK 21710, PAGE 1745. (DOES AFFECT. NOT PLOTTED. BLANKET IN NATURE).

## NOTES

1. SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
2. LANDS SHOWN HEREON WERE ABSTRACTED BY EASTERN NATIONAL TITLE AGENCY FLORIDA, LLC, FILE NUMBER FLX1243, WITH A COMMITMENT DATE SEPTEMBER 30, 2020 AT 8:00AM. TITLE EXCEPTIONS WERE REVIEWED BY THIS OFFICE AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
3. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NATIONAL GEODETIC VERTICAL DATUM OF 1929.
4. BEARINGS SHOWN HEREON ARE REFERENCED TO THE NORTH – SOUTH QUARTER SECTION LINE OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, HAVING A BEARING OF SOUTH 87°34'43" EAST
5. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
6. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
7. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
8. FLOOD ZONE: "X"; FLOOD INSURANCE RATE MAP NO. 12099C 0558 F AND 12099C 0776 F; COMMUNITY NO. 120223; DATE: OCTOBER 5, 2017.
9. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY ENGINEERING DEPARTMENT BENCHMARK "M–28" WITH A PUBLISHED ELEVATION OF 19.86 (NGVD29)
10. PARCEL CONTROL NUMBER: 70–42–44–24–00–000–5670

## DESCRIPTION

THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 24,TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA AND CONTAINING 223,265 SQUARE FEET, OR 5.1255 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS–OF–WAY OF RECORD.

## CERTIFICATE:

TO:

K HOVNANIAN
EASTERN NATIONAL TITLE AGENCY FLORIDA, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5 6 (A), 6(B), 7(A), 8, 9,16, 17, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 12–20–2020.

DATE OF PLAT OR MAP: 3–4–2021

_____
DAVID P. LINDLEY, PLS
REG. LAND SURVEYOR #5005
STATE OF FLORIDA – LB #3591

| | | |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | DATE | BY |
| REVISIONS | | |
| FILE NAME: CAUFBOAT ST01.DWG | | |

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING – SURVEYING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991 / FAX (561)–750–1452

# BOATMAN HAMMOCK
# ALTA/NSPS LAND TITLE SURVEY

| | |
|---|---|
| DATE | DEC 2020 |
| DRAWN BY | TMS |
| F.B./ PG. | ELEC. |
| SCALE | 1"=30' |

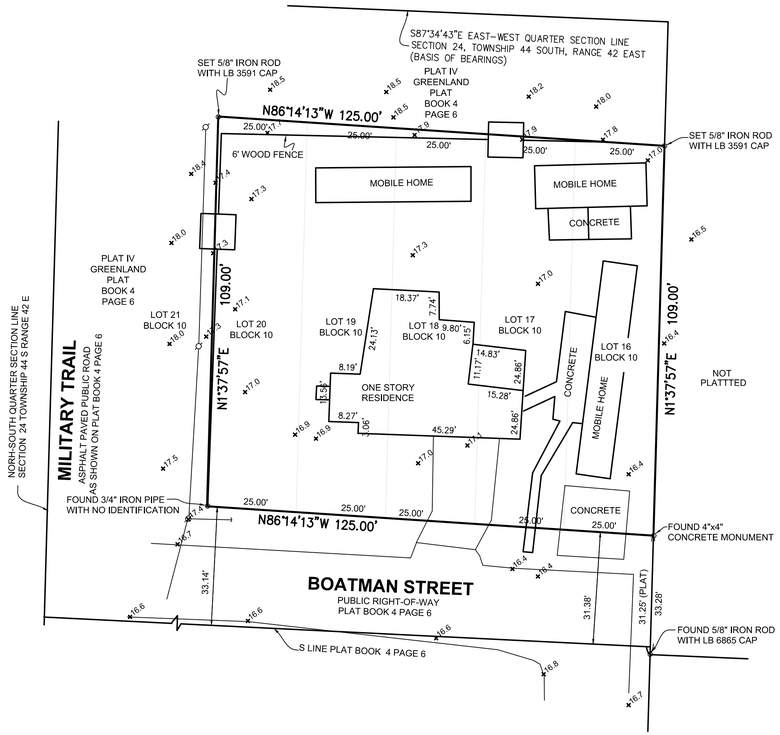
JOB # 9191
SHT.NO. 1
OF 1 SHEETS

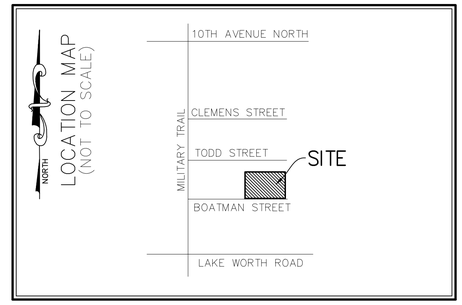
# ALTA/NSPS LAND TITLE SURVEY

GRAPHIC SCALE

20 0 10 20 40 80

( IN FEET )
1 INCH = 20 FEET




## SURVEYOR'S NOTES AND REPORT:

1. SURVEY MAPS OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR.
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4. THE "DESCRIPTION" SHOWN HEREON IS IN ACCORD WITH THE DESCRIPTION PROVIDED BY THE CLIENT.
5. UNDERGROUND FOUNDATIONS WERE NOT LOCATED.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. FLOOD ZONE: "X"; FLOOD INSURANCE RATE MAP NO. 12099C 0558 F AND 12099C 0776 F; COMMUNITY NO. 120223; DATE: OCTOBER 5, 2017.
8. BENCHMARK ORIGIN DESCRIPTION: PALM BEACH COUNTY ENGINEERING DEPARTMENT BENCHMARK "M–28" WITH A PUBLISHED ELEVATION OF 18.32 FEET (NORTH AMERICAN DATUM OF 1988)
9. PARCEL CONTROL NUMBER: 70424424320100160
10. PROPERTY ADDRESS: 4445 BOATMAN STREET.

## DESCRIPTION:

LOTS 16, 17, 18, 19 AND 20, BLOCK 10, GREENLAND PLATY NO. 4, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 4, PAGE 6, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CONTAINING 13,616 SQUARE FEET OR 0.313 ACRES, MORE OR LESS.

## CERTIFICATE:

TO:

K. HOVNANIAN HOMES
EASTERN NATIONAL TITLE AGENCY FLORIDA, LLC

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5 6(a), 6(b), 7(a), 8, 9,16, 17, AND 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 2–20–2021.

DATE OF PLAT OR MAP: 2–20–2021

_____
DAVID P. LINDLEY, PLS
REGISTERED LAND SURVEYOR #5005
STATE OF FLORIDA – LB #3591

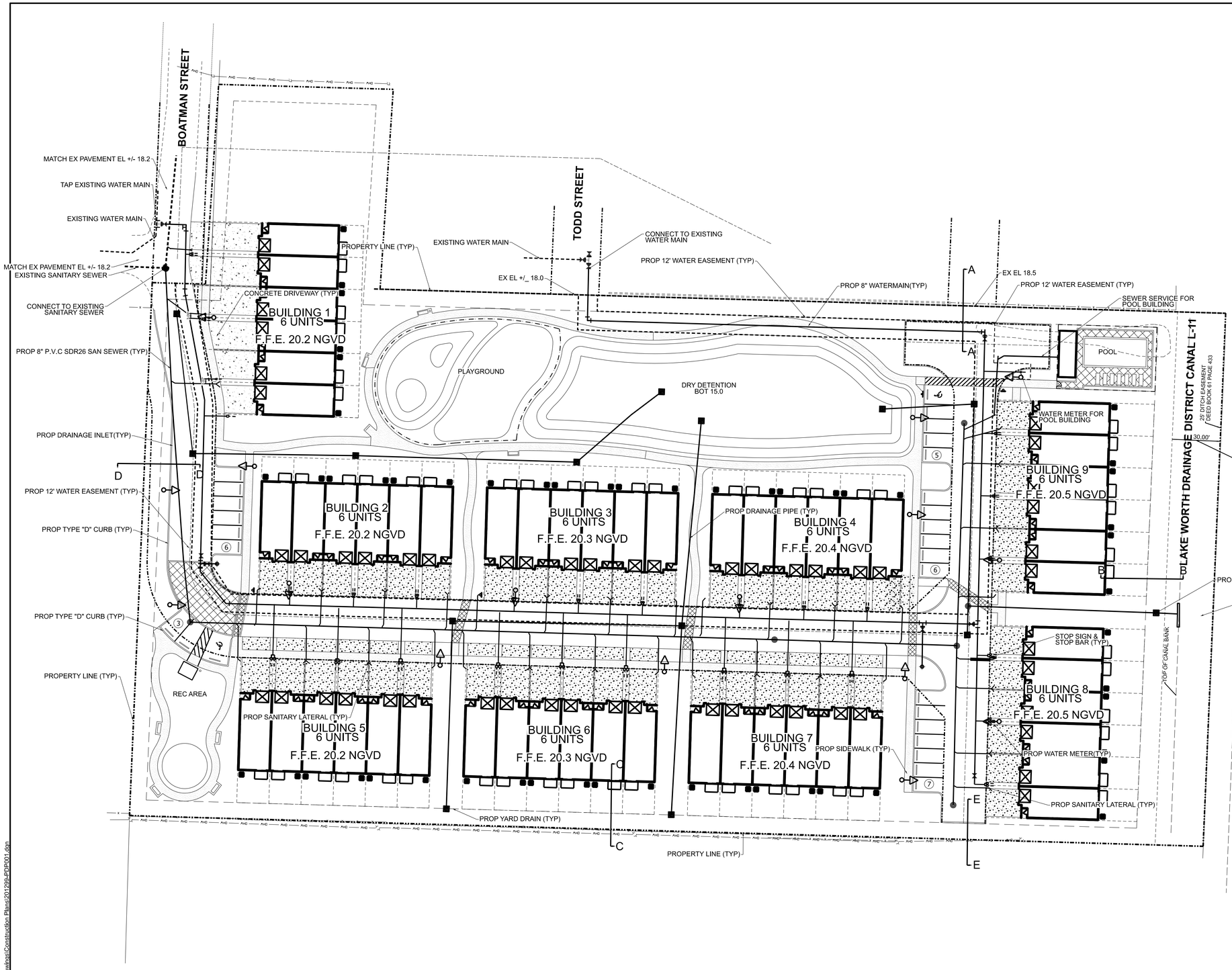
| | | |
|---|---|---|
| | DATE | BY |
| REVISIONS | | |
| FILE NAME 9191 ALTA Additional parcel-R | | |


CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING – SURVEYING
LANDSCAPE ARCHITECTURE – SUITE 100
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452


BOATMAN HAMMOCK
ALTA/NSPS LAND TITLE SURVEY

| | |
|---|---|
| DATE | 2/20/21 |
| DRAWN BY | U.K. |
| F.B./ PG. | ELECT. |
| SCALE | 1" = 20' |

JOB # 9191
SHT.NO. 1
OF 1 SHEETS




N

0 30 60

FEET

SCALE: 1"=30'

- PROPOSED LIGHTING
- PROPOSED ADA STALL
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- 10'X10' SIGHT TRIANGLE
- FLOW DIRECTION
- 6.40 PROPOSED GRADE
- EXISTING GRADE
- SEWER / DRAINAGE MANHOLE
- DRAINAGE INLET
- YARD DRAIN BASIN
- DOUBLE SEWER SERVICE
- SINGLE SEWER SERVICE
- FIRE HYDRANT ASSEMBLY
- TAPPING SLEEVE & VALVE
- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING VALVE
- EXISTING FIRE HYDRANT ASSEMBLY
- 1 BACTERIOLOGICAL SAMPLING POINT
- R.C.P. REINFORCED CONCRETE PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- C.A.P. CORRUGATED ALUMINUM PIPE
- W.M. WATER MAIN
- G.V. GATE VALVE
- F.H. FIRE HYDRANT
- R.E. RIM ELEVATION
- I.E. INVERT ELEVATION
- E.O.P. EDGE OF PAVEMENT
- P.R.B. POLLUTION RETARDANT BAFFLE
- D.W.E. DESIGN WATER ELEVATION
- TREE TO REMAIN (SEE LANDSCAPE PLAN)
- PIPE CONFLICT BOX

INV TOP PIPE
TOP OF BOTTOM PIPE

D=DRAINAGE
W=WATER
S= SEWER
FM=FORCE MAIN
CN=CONDUIT

ELEVATIONS REFERENCED HEREON REFER TO NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NAVD 29)

**THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ZACHARY TODD, P.E., ON 4/15/2021USING A DIGITAL SIGNATURE**

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| NO | DATE | BY | REVISIONS |
|---|---|---|---|


HSQ GROUP, INC.
Engineers · Planners · Surveyors
1001 Yamato Road Suite 105
Boca Raton, Florida 33431 · 561-392-0221


# BOATMAN HAMMOCK

## COMPOSITE PLAN

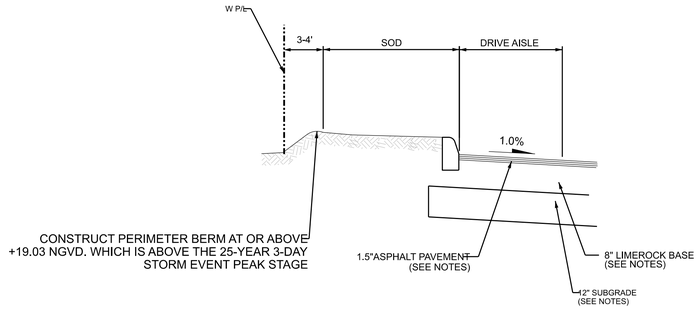
| | |
|---|---|
| DATE: | 01/08/20 |
| DESIGNED BY: | ZT |
| DRAWN BY: | SG |
| CHECKED BY: | ZT |

ZACHARY TODD LICENSE No 84179 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 01/07/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

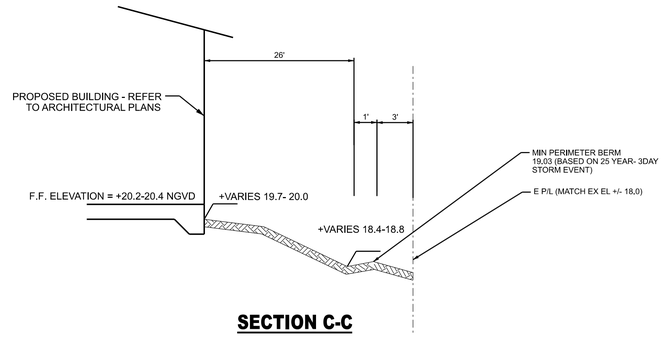
| | |
|---|---|
| PROJECT: | 2012-99 |
| SHEET: | CP-1 |

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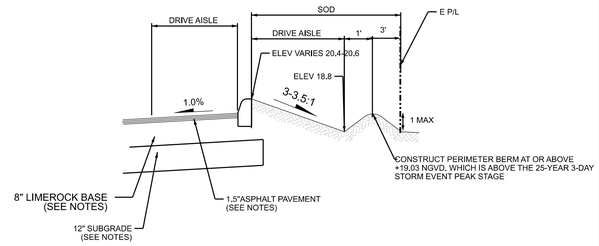

## SECTION A-A

N.T.S.



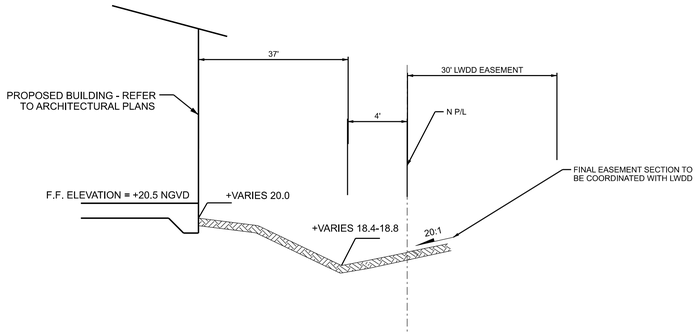

## SECTION C-C

N.T.S.



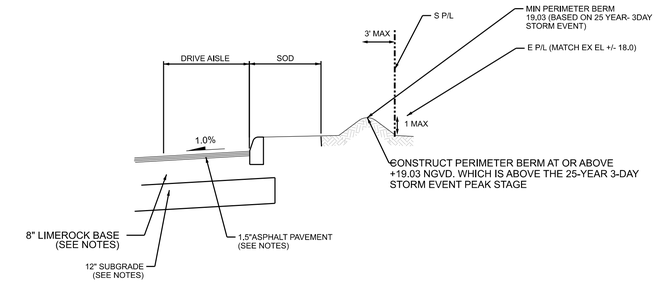

## SECTION E-E

N.T.S.



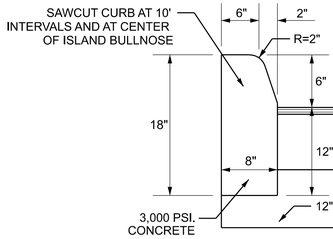

## SECTION B-B

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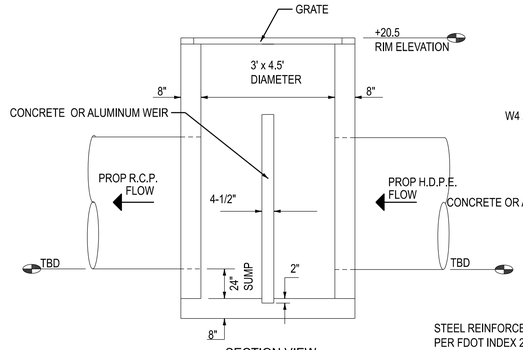

## SECTION D-D

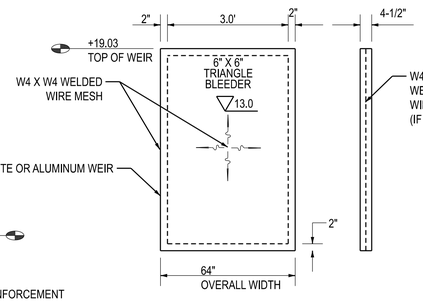
N.T.S.




## TYPE "D" CONCRETE CURB DETAIL

N.T.S.



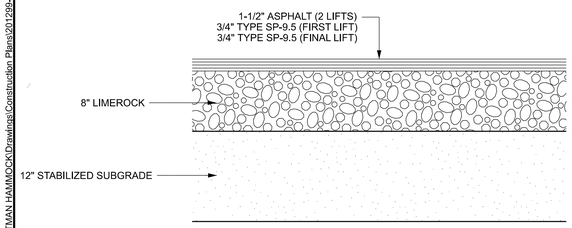




## CONTROL STRUCTURE DETAIL (NGVD 1929)

N.T.S.

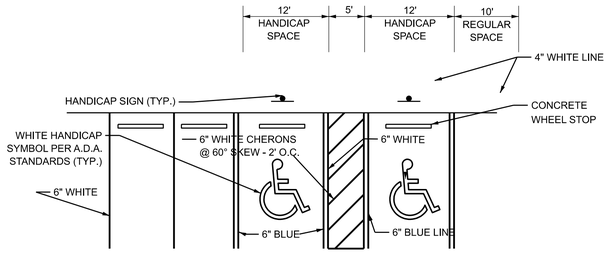
### SIGNING & PAVEMENT MARKING NOTES

1. INSTALL ALL NECESSARY PAVEMENT MARKINGS AND SIGNS IN ACCORDANCE WITH THE TRAFFIC OPERATIONS STANDARDS, FLORIDA DEPARTMENT OF TRANSPORTATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.).
2. ALL PAVEMENT MARKINGS LOCATED WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED USING THERMOPLASTIC PAINT.
3. ALL PAVEMENT MARKINGS LOCATED WITHIN PRIVATE PROPERTY SHALL BE INSTALLED USING REFLECTORIZED PAINT.
4. ALL TRAFFIC SIGNS SHALL BE CONSTRUCTED USING HIGH INTENSITY REFLECTORIZED MATERIAL.
5. INSTALL BLUE PAVEMENT REFLECTOR IN FRONT OF EACH FIRE HYDRANT LOCATED AT CENTER OF ADJACENT DRIVEWAY.



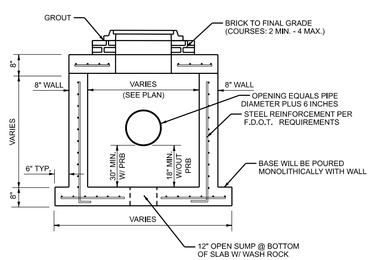

## ASPHALT SECTION (PRIVATE ROADWAY)

N.T.S.

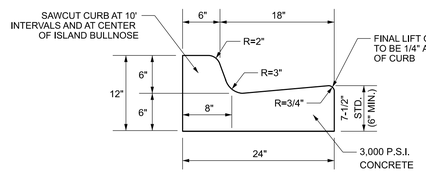



## TYPICAL PARKING STALL DETAIL

N.T.S.




MANHOLE / CATCH BASIN DETAIL
N.T.S.




## TYPE "F" CURB & GUTTER DETAIL

N.T.S. - PER F.D.O.T. INDEX 300

ELEVATIONS REFERENCED HEREON REFER TO
NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NAVD 29)

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| NO | DATE | BY | REVISIONS |
|---|---|---|---|
| 1 | | | |


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Miami, Florida 33178 · 786.534.3821
C26258 · LB7924


# BOATMAN HAMMOCK

PAVING AND DRAINAGE DETAILS

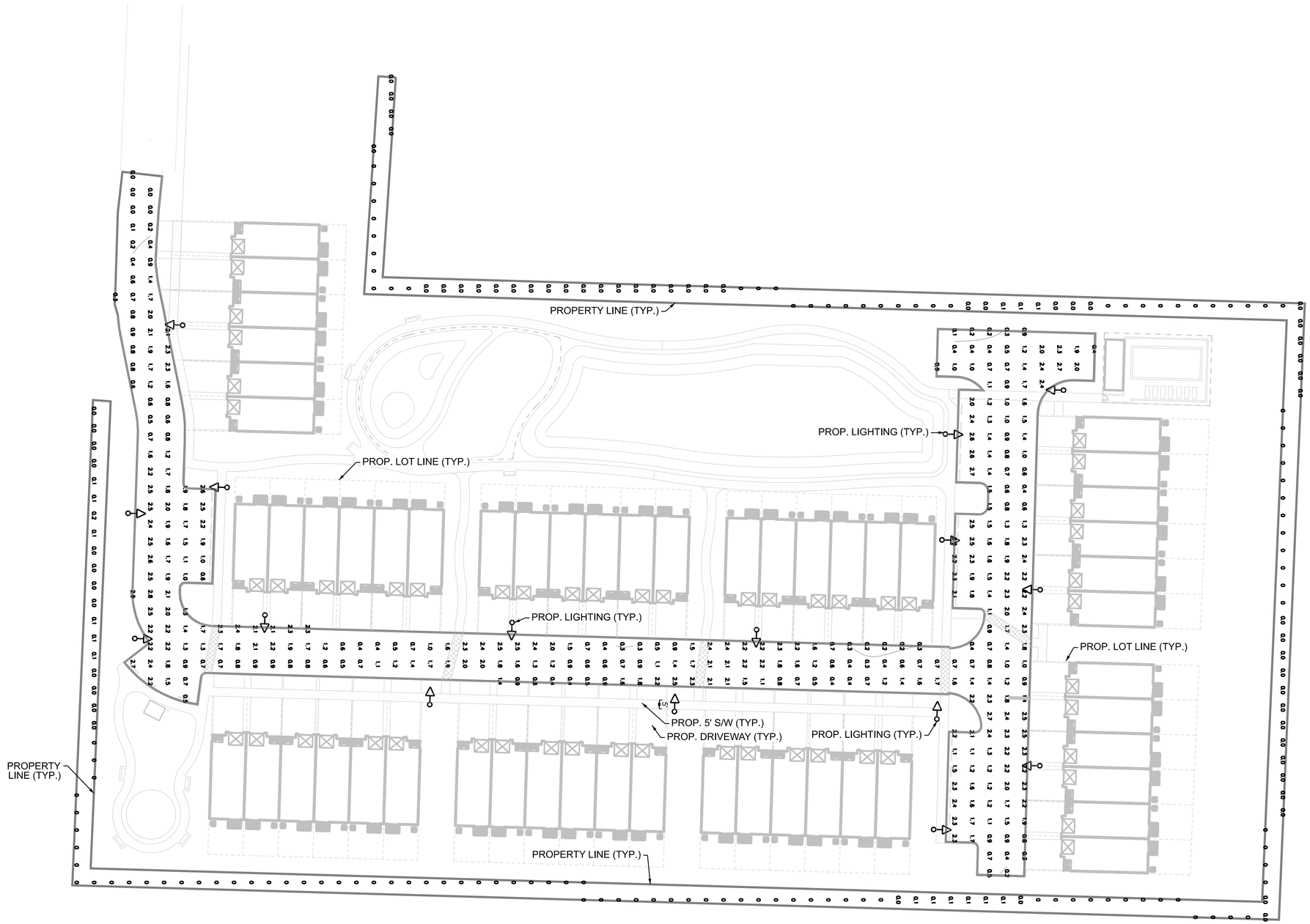
| | |
|---|---|
| DATE: | 03/18 |
| DESIGNED BY: | ZT |
| DRAWN BY: | SG |
| CHECKED BY: | ZT |

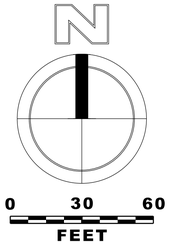
ZACHARY TODD LICENSE No 84179 STATE OF FLORIDA PROFESSIONAL ENGINEER

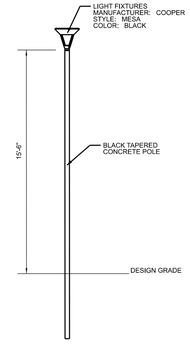
DATE: 4/16/2021
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

| | |
|---|---|
| PROJECT: | 2012-99 |
| SHEET: | CP-2 |

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LIGHT POLE DETAIL

## GENERAL NOTES

1. THE ABOVE LIGHT POLE DETAIL IS FOR REFERENCE PURPOSES ONLY. REFER TO THE MANUFACTURER'S SPECIFICATIONS FOR THE ACTUAL CONSTRUCTION AND INSTALLATION INFORMATION.
2. THE EXACT LOCATIONS OF THE NEW LIGHT POLES ARE TO BE FIELD ADJUSTED AS REQUIRED, IN ORDER TO AVOID CONFLICTS WITH EXISTING AND PROPOSED UTILITIES, CONCRETE CURBS, SIDEWALKS, ETC., THE LIGHT POLES MUST MAINTAIN A MINIMUM OF 2.5 FEET FROM THE EDGE OF PAVEMENT
3. ALL NEW LIGHT POLES ARE TO BE MANUFACTURED AND INSTALLED TO WITHSTAND CURRENT CODE WIND LOADS PER THE FLORIDA BUILDING CODE.

| Onsite Lighting | |
|---|---|
| AVERAGE FOOT-CANDLES | 1.42 |
| MAXIMUM FOOT-CANDLES | 2.9 |
| MINIMUM FOOT-CANDLES | 0.0 |
| MINIMUM TO MAXIMUM FC RATIO | 0.00 |
| MAXIMUM TO MINIMUM FC RATIO | 227.53 |
| AVERAGE TO MINIMUM FC RATIO | 113.16 |

| Offsite Lighting | |
|---|---|
| AVERAGE FOOT-CANDLES | 0.01 |
| MAXIMUM FOOT-CANDLES | 0.2 |
| MINIMUM FOOT-CANDLES | 0.0 |
| MINIMUM TO MAXIMUM FC RATIO | 0.00 |
| MAXIMUM TO MINIMUM FC RATIO | 0.16 / 0.00 |
| AVERAGE TO MINIMUM FC RATIO | 0.01 / 0.00 |

LUMINAIRE SCHEDULE

| CALLOUT | SYMBOL | LAMP | DESCRIPTION | MODEL | QUANTITY | TOTAL LUMENS |
|---|---|---|---|---|---|---|
| Meso E06 | | (1) (63) 4000K CCT, 70 CRI LEDs | MESA DECORATIVE LED LUMINAIRE(3) LIGHTBARS WITH AccuLED OPTICS - TYPE 3 AREA | COOPER LIGHTING SOLUTIONS - STREETWORKS (FORMERLY EATON), PMM-E03-LED-E-U-T3 | 16 | 7456 |

| NO | DATE | BY | REVISIONS |
|---|---|---|---|
| | | | |

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Miami, Florida 33178 · 786.534.3821
C26258 - LB7924

# BOATMAN HAMMOCK

PHOTOMETRIC PLANS

| | |
|---|---|
| DATE: | 01/21 |
| DESIGNED BY: | ZT |
| DRAWN BY: | SG |
| CHECKED BY: | ZT |

ZACHARY TODD LICENSE No 84179 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 4/16/2021
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

| | |
|---|---|
| PROJECT: | 2012-99 |
| SHEET: | PH-1 |

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# Invue

| | | | |
|---|---|---|---|
| Catalog # | | Type | |
| Project | | | |
| Comments | | Date | |
| Prepared by | | | |

## DESCRIPTION

The geometric form of MESA LED luminaire allows it to adapt to either contemporary or traditional architectural settings. Available in single or twin pole mount configurations with optional wall mounting capability, the MESA LED luminaire's mounting options allow for harmonized site design whether at the entryway or in the parking lot. UL/cUL listed for use in wet locations.

## SPECIFICATION FEATURES

**Construction**
HOUSING: Die-cast aluminum main housing and spider mount base maintain a minimum 0.125 wall thickness. Integral aluminum heat sink provides superior thermal heat transfer in +40°C ambient environments. DOOR ASSEMBLY: Top mounted, heavy wall, die-cast aluminum door maintains a nominal 0.125 thickness. Door includes a self-retaining interior hinge. GASKET: Continuous silicone gasket provided to seal housing door assembly and optic tray. LENS: Downlight lens is LED board integrated acrylic over-optics, each individually sealed for IP66 rating. HARDWARE: Four tinset fasteners on underside of housing provide access to luminaire interior. Concealed, stainless steel four bar hinge lock allows door to lock in the open position.

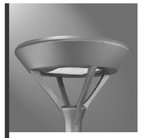
**Optics**
Choice of twelve patented, high-efficiency AccuLED Optic™ technology manufactured from injection-molded acrylic. Optics are precisely designed to shape the light output, maximizing efficiency and application spacing. AccuLED Optic technology, creates consistent distributions with the scalability to meet customized application requirements. Offered Standard in 4000K (+/- 275K) CCT and minimum 70 CRI. Optional 3000K CCT and 5000K CCT. For the ultimate level of spill light control, an optional house-side shield accessory can be field or factory installed. The house-side shield is designed to seamlessly integrate with the SL2, SL3 or SL4 optics. LightBAR optic tray is removable and able to rotate 360° in 90° increments for specific placement of the distribution relative to fixture.

**Electrical**
LED drivers mount to die-cast aluminum back housing for optimal heat sinking, operation efficacy, and prolonged life. Standard drivers feature electronic universal voltage (120-277V 50/60Hz), 347V 60Hz or 480V 60Hz operation, greater than 0.9 power factor, less that 20% harmonic distortion, and is suitable for operation in -40°C to 40°C ambient environments. All fixtures are shipped standard with 10kV/10kA common – and differential – mode surge protection. LightBARs feature and IP66 enclosure rating and maintain greater than 95% lumen maintenance at 60,000 hours per IESNA TM-21. Occupancy sensor and dimming options available.

**Mounting**
Fitter assembly mounts over 3" O.D. tenon and is secured via three concealed stainless steel set screws. Design of fitter provides seamless transition to 4" round poles. Additional mounting accessories include a dual fixture post top mounting arm and wall mount arm.

**Finish**
Housing is finished in five-stage super TGIC polyester powder coat paint, 2.5 mil nominal thickness for superior protection against fade and wear. LightBAR™ cover plates are standard white and may be specified to match finish of luminaire housing. Standard colors include black, bronze, grey, white, dark platinum and graphite metallic. RAL and custom color matches available. Consult Outdoor Architectural Colors brochure for a complete selection.

**Warranty**
Five-year warranty.

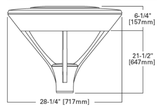


**MSA** MESA LED

**1-6 LightBARs**
**Solid State LED**

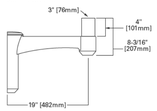
**DECORATIVE LUMINAIRE**

## DIMENSIONS

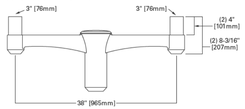



## MOUNTING ACCESSORIES

**WALL MOUNT ARM**




**DUAL MOUNT ARM** (EPA 1.36)




## CERTIFICATION DATA

UL/cUL Listed
ISO 9001
IP66 LightBARs
LM79 / LM80 Compliant
2G Vibration Tested

## ENERGY DATA

**Electronic LED Driver**
>0.9 Power Factor
<20% Total Harmonic Distortion
120-277V/50 & 60Hz, 347V/60Hz, 480V/60Hz
-40°C Minimum Temperature
40°C Ambient Temperature Rating

## EPA

**Effective Projected Area:** (Sq. Ft.)
Single Mount 1.1

## SHIPPING DATA

**Approximate Net Weight:**
50 lbs. (22.7 kgs.)





## POWER AND LUMENS BY BAR COUNT (21 LED LIGHTBARS)

| Number of LightBARs | | E01 | E02 | E03 | E04 | E05 | E06 |
|---|---|---|---|---|---|---|---|
| Drive Current | | 350mA Drive Current | | | | | |
| Power (Watts) | | 25W | 52W | 75W | 97W | 127W | 150W |
| Current @ 120V (A) | | 0.22 | 0.44 | 0.63 | 0.82 | 1.07 | 1.26 |
| Current @ 277V (A) | | 0.10 | 0.20 | 0.28 | 0.36 | 0.48 | 0.56 |
| Power (Watts) | | 31W | 58W | 82W | 99W | 132W | 159W |
| Current @ 347V (A) | | 0.11 | 0.19 | 0.28 | 0.29 | 0.39 | 0.48 |
| Current @ 480V (A) | | 0.09 | 0.15 | 0.20 | 0.21 | 0.30 | 0.36 |
| T2 | Lumens | 2,460 | 4,920 | 7,379 | 9,899 | 12,299 | 14,759 |
| | BUG Rating | B1-U0-G1 | B2-U0-G2 | B2-U0-G2 | B3-U0-G3 | B3-U0-G3 | B3-U0-G3 |
| T3 | Lumens | 2,485 | 4,970 | 7,456 | 9,941 | 12,426 | 14,911 |
| | BUG Rating | B1-U0-G1 | B2-U0-G2 | B2-U0-G2 | B3-U0-G3 | B3-U0-G3 | B3-U0-G3 |
| T4 | Lumens | 2,423 | 4,845 | 7,268 | 9,690 | 12,113 | 14,535 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B2-U0-G3 |
| SMQ | Lumens | 2,615 | 5,230 | 7,844 | 10,459 | 13,074 | 15,689 |
| | BUG Rating | B2-U0-G1 | B3-U0-G1 | B3-U0-G1 | B3-U0-G2 | B4-U0-G2 | B4-U0-G2 |
| SWQ | Lumens | 2,604 | 5,207 | 7,811 | 10,415 | 13,018 | 15,622 |
| | BUG Rating | B2-U0-G1 | B3-U0-G1 | B3-U0-G2 | B4-U0-G2 | B4-U0-G2 | B4-U0-G2 |
| SXQ | Lumens | 2,603 | 5,206 | 7,809 | 10,412 | 13,015 | 15,618 |
| | BUG Rating | B2-U0-G1 | B3-U0-G2 | B3-U0-G2 | B4-U0-G3 | B4-U0-G3 | B4-U0-G3 |
| SL2 | Lumens | 2,445 | 4,891 | 7,336 | 9,781 | 12,226 | 14,672 |
| | BUG Rating | B1-U0-G1 | B1-U0-G1 | B2-U0-G2 | B2-U0-G2 | B2-U0-G2 | B3-U0-G3 |
| SL3 | Lumens | 2,461 | 4,921 | 7,382 | 9,842 | 12,303 | 14,763 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B2-U0-G2 | B2-U0-G2 | B2-U0-G2 | B3-U0-G3 |
| SL4 | Lumens | 2,376 | 4,752 | 7,128 | 9,504 | 11,880 | 14,256 |
| | BUG Rating | B1-U0-G1 | B1-U0-G2 | B1-U0-G2 | B2-U0-G2 | B2-U0-G3 | B2-U0-G3 |
| RW | Lumens | 2,398 | 4,796 | 7,194 | 9,591 | 11,989 | 14,387 |
| | BUG Rating | B1-U0-G1 | B2-U0-G2 | B3-U0-G3 | B3-U0-G3 | B3-U0-G3 | B4-U0-G4 |
| SLL/SLR | Lumens | 2,227 | 4,453 | 6,680 | 8,906 | 11,133 | 13,360 |
| | BUG Rating | B1-U1-G1 | B1-U1-G2 | B1-U1-G3 | B1-U1-G3 | B2-U2-G3 | B2-U2-G4 |

## LUMEN MAINTENANCE

| Ambient Temperature | 25,000 Hours* | 50,000 Hours* | 60,000 Hours* | 100,000 Hours | Theoretical L70 (Hours) |
|---|---|---|---|---|---|
| 25°C | > 99% | > 97% | > 96% | > 93% | > 450,000 |
| 40°C | > 98% | > 97% | > 96% | > 92% | > 425,000 |
| 50°C | > 97% | > 96% | > 95% | > 91% | > 400,000 |

* Per IESNA TM-21 data.




## LUMEN MULTIPLIER

| Ambient Temperature | Lumen Multiplier |
|---|---|
| 10°C | 1.02 |
| 15°C | 1.01 |
| 25°C | 1.00 |
| 40°C | 0.99 |
| 50°C | 0.96 |




EATON
Powering Business Worldwide

Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

TDS16001EN
2017-04-26 08:16:45




## ORDERING INFORMATION

**Sample Number:** MSA-E06-LED-E1-T3-GM

| Product Family | Number of LightBARs [1,2] | Lamp Type | Voltage | Distribution | Color [3] |
|---|---|---|---|---|---|
| MSA=Mesa | E01=(1) 21 LED LightBAR [3]<br>E02=(2) 21 LED LightBARs<br>E03=(3) 21 LED LightBARs<br>E04=(4) 21 LED LightBARs<br>E05=(5) 21 LED LightBARs<br>E06=(6) 21 LED LightBARs<br>F01=(1) 7 LED LightBAR [3]<br>F02=(2) 7 LED LightBARs<br>F03=(3) 7 LED LightBARs<br>F04=(4) 7 LED LightBARs<br>F05=(5) 7 LED LightBARs<br>F06=(6) 7 LED LightBARs | LED=Solid State Light Emitting Diodes | E1=Electronic (120-277V) [4]<br>347=347V<br>480=480V [4] | T2=Type II<br>T3=Type III<br>T4=Type IV<br>SL2=Type II w/Spill Control<br>SL3=Type III w/Spill Control<br>SL4=Type IV w/Spill Control<br>RW=Rectangular Wide<br>SMQ=Type V Square Medium<br>SWQ=Type V Square Wide<br>SXQ=Type V Square Extra Wide<br>SLL=90° Spill Light Eliminator Left<br>SLR=90° Spill Light Eliminator Right | AP=Grey<br>BZ=Bronze<br>BK=Black<br>DP=Dark Platinum<br>GM=Graphite Metallic<br>WH=White |

| Options (Add as Suffix) | Accessories (Order Separately) [9] |
|---|---|
| PC=Button Type Photocontrol (Specify Voltage)<br>R=NEMA Twistlock Photocontrol Receptacle<br>ZL=Two Circuits [4]<br>LCE=LightBAR Cover Plate Matches Housing Finish<br>703=70 CRI / 3000K CCT [7]<br>705=70 CRI / 5000K CCT [7]<br>803=80 CRI / 3000K CCT [7]<br>ICB=Integral Cold Weather Battery Pack (Specify 120 or 277V) [4]<br>LWR-LW=LumaWatt Pro Wireless Sensor, Wide Lens for 8' - 16' Mounting Height [8]<br>LWR-LN=LumaWatt Pro Wireless Sensor, Narrow Lens for 16' - 40' Mounting Height [8]<br>HSS=Factory Installed House Side Shield [10]<br>MS/DIM-L06=Motion Sensor for Dimming Operation, Maximum 8' Mounting Height [11, 12, 13, 14, 15]<br>MS/DIM-L20=Motion Sensor for Dimming Operation, 9' - 20' Mounting Height [11, 12, 13, 14, 16]<br>MS/DIM-L40W=Motion Sensor for Dimming Operation, 21' - 40' Mounting Height (Wide Range) [11, 12, 13, 14, 17] | VA6020-XX=Dual Mount Arm (EPA 1.36)<br>VA6029-XX=Wall Mount Arm<br>OA/RA1016=NEMA Photocontrol - Multi-Tap<br>OA/RA1027=NEMA Photocontrol - 480V<br>OA/RA1201=NEMA Photocontrol - 347V<br>MA1253=10kV Circuit Module Replacement<br>LB/HSS-21=Field Installed House Side Shield for "E" LightBARs [10, 18]<br>LB/HSS-07=Field Installed House Side Shield for "F" LightBARs [10, 18] |

**NOTES:**
1. Standard 4000K CCT and nominal 70 CRI.
2. 21 LED LightBAR powered at 350mA, 7 LED LightBAR powered at 1A.
3. Streetside orientation 90° to LightBAR.
4. Only for use with 480V/Wye systems. Per NEC, not for use with ungrounded systems, impedance grounded systems or corner grounded systems (commonly known as Three Phase Three Wire Delta, Three Phase High Leg Delta and Three Phase Corner Grounded Delta systems).
5. Custom and RAL color matching available upon request. Consult your lighting representative at Eaton for more information.
6. Low-level output varies by bar count. Consult factory. Not available with 347V or 480V. Requires quantity two or more LightBARs.
7. Consult factory for lead times and lumen multiplier.
8. Available with E01-E04 or F01-F04 configurations only. Specify 120V or 277V. LED cold weather integral battery pack is rated for minimum operating temperature -40°F (-20°C). Operates one LightBAR for 90-minutes.
9. Accessories ordered and shipped separately unless otherwise noted. Field installed. Rated for use in 25°C ambient.
10. LumaWatt wireless sensors are factory installed and require network components LWR-EM-1, LWR-GW-1, and LWR-PoBE in appropriate quantities. See www.eaton.com/lighting for LumaWatt application information.
11. Consult factory for more information.
12. Utilizes internal step-down transformer when 347V or 480V is selected.
13. The FSIR-100 accessory is required to adjust parameters including high and low modes, sensitivity, time delay, cutoff and more. Consult your lighting representative at Eaton for more information.
14. Not available with HA option.
15. Approximately 22' detection diameter at 8' mounting height.
16. Approximately 40' detection diameter at 20' mounting height.
17. Approximately 100' detection diameter at 40' mounting height.
18. Replace XX with color designation.
19. One required for each LightBAR.


EATON
Powering Business Worldwide

Eaton
1121 Highway 74 South
Peachtree City, GA 30269
P: 770-486-4800
www.eaton.com/lighting

Specifications and dimensions subject to change without notice.

TDS16001EN
2017-04-26 08:16:45


| NO | DATE | BY | REVISIONS |
|---|---|---|---|
| | | | |


HSQ GROUP, INC.
Engineers · Planners · Surveyors
9051 Northwest 117th Drive Suite 4
Miami, Florida 33178 · 786.534.3821
C26258 · LB7924


# BOATMAN HAMMOCK

PHOTOMETRIC NOTES AND DETAILS

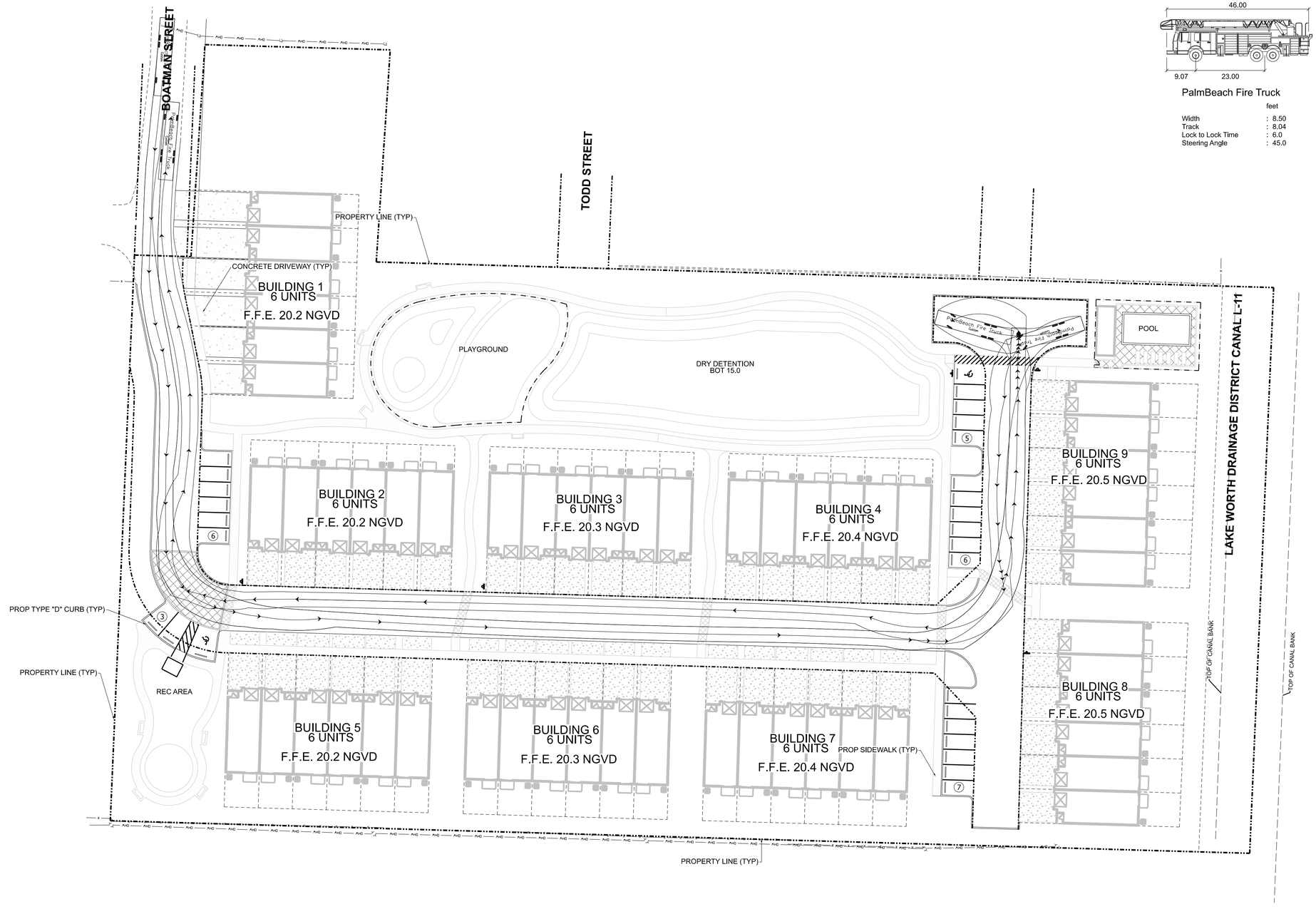
| | |
|---|---|
| DATE: | 01/21 |
| DESIGNED BY: | ZT |
| DRAWN BY: | SG |
| CHECKED BY: | ZT |

ZACHARY TODD LICENSE No 84179 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 4/16/2021
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

| | |
|---|---|
| PROJECT: | 2012-99 |
| SHEET: | PH-2 |

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PalmBeach Fire Truck

| | feet |
|---|---|
| Width | : 8.50 |
| Track | : 8.04 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 45.0 |

N

0 30 60

FEET

**SCALE: 1"=30'**

- PROPOSED LIGHTING
- PROPOSED ADA STALL
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- 10'X10' SIGHT TRIANGLE
- FLOW DIRECTION
- 6.40 PROPOSED GRADE
- EXISTING GRADE
- SEWER / DRAINAGE MANHOLE
- DRAINAGE INLET
- YARD DRAIN BASIN
- DOUBLE SEWER SERVICE
- SINGLE SEWER SERVICE
- FIRE HYDRANT ASSEMBLY
- TAPPING SLEEVE & VALVE
- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING VALVE
- EXISTING FIRE HYDRANT ASSEMBLY
- 1 BACTERIOLOGICAL SAMPLING POINT
- R.C.P. REINFORCED CONCRETE PIPE
- H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
- C.A.P. CORRUGATED ALUMINUM PIPE
- W.M. WATER MAIN
- G.V. GATE VALVE
- F.H. FIRE HYDRANT
- R.E. RIM ELEVATION
- I.E. INVERT ELEVATION
- E.O.P. EDGE OF PAVEMENT
- P.R.B. POLLUTION RETARDANT BAFFLE
- D.W.E. DESIGN WATER ELEVATION
- TREE TO REMAIN (SEE LANDSCAPE PLAN)
- PIPE CONFLICT BOX

INV TOP PIPE
TOP OF BOTTOM PIPE

D=DRAINAGE
W=WATER
S= SEWER
FM=FORCE MAIN
CN=CONDUIT

ELEVATIONS REFERENCED HEREON REFER TO
NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NAVD 29)

**THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ZACHARY TODD, P.E., ON 4/16/2021USING A DIGITAL SIGNATURE**

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|---|---|---|---|


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1001 Yamato Road Suite 105
Boca Raton, Florida 33431 · 561-392-0221


# BOATMAN HAMMOCK

## FIRE TRUCK ROUTING PLAN

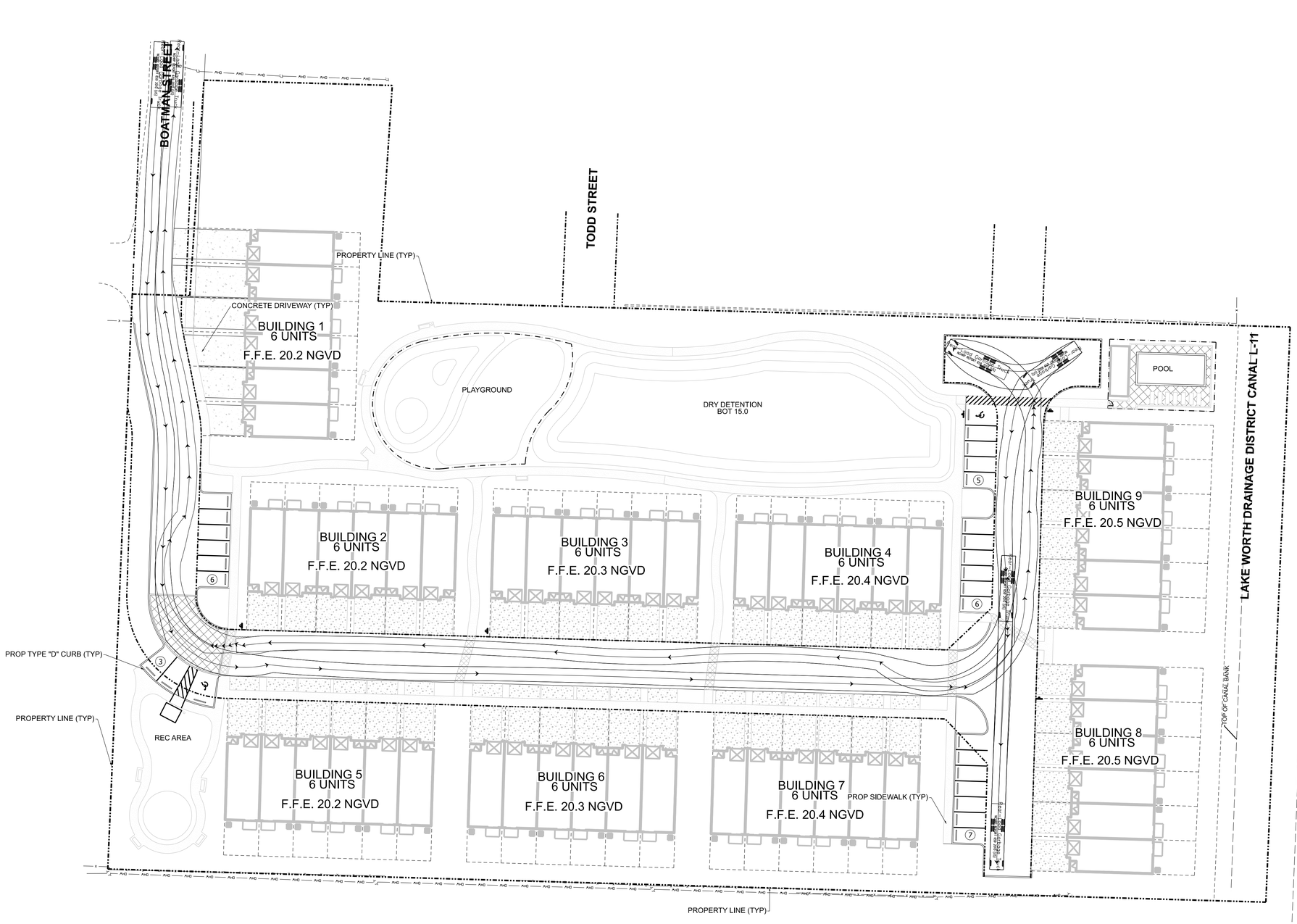
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|---|---|
| DATE: | 04/21 |
| DESIGNED BY: | ZT |
| DRAWN BY: | SG |
| CHECKED BY: | ZT |

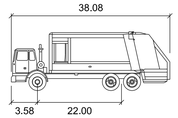
ZACHARY TODD LICENSE No 84179 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 01/07/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

| | |
|---|---|
| PROJECT: | 2012-99 |
| SHEET: | FT-1 |

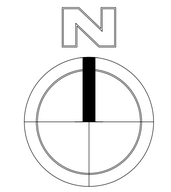
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Rear-Load Garbage Truck

| | feet |
|---|---|
| Width | : 8.00 |
| Track | : 8.00 |
| Lock to Lock Time | : 6.0 |
| Steering Angle | : 27.4 |




**SCALE: 1"=30'**

- PROPOSED LIGHTING
- PROPOSED ADA STALL
- PROPOSED CONCRETE SIDEWALK
- PROPOSED ASPHALT PAVEMENT
- 10'X10' SIGHT TRIANGLE
- FLOW DIRECTION
- 6.40 PROPOSED GRADE
- EXISTING GRADE
- SEWER / DRAINAGE MANHOLE
- DRAINAGE INLET
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- DOUBLE WATER METER
- SINGLE WATER METER
- GATE VALVE
- EXISTING VALVE
- EXISTING FIRE HYDRANT ASSEMBLY
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- C.A.P. CORRUGATED ALUMINUM PIPE
- W.M. WATER MAIN
- G.V. GATE VALVE
- F.H. FIRE HYDRANT
- R.E. RIM ELEVATION
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- P.R.B. POLLUTION RETARDANT BAFFLE
- D.W.E. DESIGN WATER ELEVATION
- TREE TO REMAIN (SEE LANDSCAPE PLAN)
- PIPE CONFLICT BOX

INV TOP PIPE
TOP OF BOTTOM PIPE

D=DRAINAGE
W=WATER
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ELEVATIONS REFERENCED HEREON REFER TO
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Boca Raton, Florida 33431 · 561-392-0221


# BOATMAN HAMMOCK

## GARBAGE TRUCK ROUTING PLAN

| | |
|---|---|
| DATE: | 04/21 |
| DESIGNED BY: | ZT |
| DRAWN BY: | SG |
| CHECKED BY: | ZT |

ZACHARY TODD LICENSE No 84179 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: 01/07/21
ZACHARY TODD, P.E.
FLORIDA REGISTRATION NO. – 84179

| | |
|---|---|
| PROJECT: | 2012-99 |
| SHEET: | FT-2 |

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**Department of Engineering and Public Works**
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

**Palm Beach County Board of County Commissioners**
Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

**County Administrator**
Verdenia C. Baker

March 29, 2021

Adam B. Kerr, P.E.
Kimley-Horn and Associates, Inc.
1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411

**RE: Boatman Hammock Residential**
**Project #: 210310**
**Traffic Performance Standards Review**

Dear Mr. Kerr:

The Palm Beach County Traffic Division has reviewed the **Boatman Hammock Residential** Traffic Impact Statement, dated January 20, 2021, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

| | |
|---|---|
| **Municipality:** | Palm Springs |
| **Location:** | North side of Boatman Street, east of Military Trail |
| **PCN:** | 70-42-44-24-00-000-5670 |
| **Access:** | Access driveway connection onto Boatman Street (As used in the study and is NOT an approval by the County through this letter) |
| **Existing Uses:** | Vacant |
| **Proposed Uses:** | Low-rise Multi-Family Residential = 51 DU |
| **New Daily Trips:** | 373 |
| **New Peak Hour Trips:** | 23 (5/18) AM; 29 (18/11) PM |
| **Build-out:** | December 31, 2023 |

Based on our review, the Traffic Division has determined the proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network; therefore, the project **meets** the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an

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application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

Quazi Bari, P.E., PTOE
Manager – Growth Management
Traffic Division

QB:HA:rb
ec: Addressee
Iramis Cabrera, Interim PZ&B Director, Village of Palm Springs
Hanane Akif, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2021\210310 - BOATMAN HAMMOCK RESIDENTIAL.DOCXN

THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON, AICP
DIRECTOR

WANDA F. PAUL
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3300 FOREST HILL BOULEVARD, SUITE B-102
WEST PALM BEACH, FL 33406

PHONE: 561-434-8020 / FAX: 561-434-8815
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

# SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

| | | | | |
|---|---|---|---|---|
| **Application** | **Submittal Date** | 03/11/2021 | | |
| | **SCAD No.** | **21030901F/FLU; 21030901Z/Rezoning; 21030901D/D. O.** | | |
| | **FLU /Rezoning/D.O. No.** | 202100218 – Village of Palm Springs | | |
| | **Property Control No.** | 70-42-44-24-00-000-5670 & 70-42-44-24-32-010-0160 | | |
| | **Development Name** | **Boatman Hammock** | | |
| | **Owner/Agent Name** | WPB Partners LLC / Cotleur & Hearing | | |
| | **SAC No.** | 200A | | |
| | **Proposed Amendments Proposed Unit No. & Type** | **Max. 54 Residential Units -** Proposed FLU and Re-Zoning<br>**54 Multi-Family Units –** Proposed D. O. | | |
| **Impact Review** | | **C.O. Taylor/Kirklane** Elementary School | **LC Swain** Middle School | **John I. Leonard** High School |
| | New Students Generated | 6 | 3 | 4 |
| | Capacity Available | 141 | **-138** | **-643** |
| | Utilization Percentage | 90% | **110%** | **121%** |
| **School District Staff's Recommendation** | **Based on the findings and evaluation of the proposed development, there will be negative impact on the public school system. Therefore, if the proposed development is approved by the Village Council, School District staff recommends the following condition to mitigate such impact.**<br>In order to address the school capacity deficiency generated by this proposed development at the District **Middle** and **High school level**, the property owner shall contribute a total of **$72,082** to the School District of Palm Beach County prior to the issuance of first building permit.<br>This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied).<br>Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on April 16, 2019. | | | |
| **Validation Period** | 1) This determination is valid from **03/15/2021** to **03/14/2022** or the expiration date of the site-specific development order approved during the validation period.<br>2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to **03/14/2022** or this determination will expire automatically on **03/14/2022**. | | | |
| **Notice** | School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change. | | | |

Joyce Cai

School District Representative Signature

**March 15, 2021**

Date

**Joyce C. Cai, Senior Planner**

Print Name & Title

**joyce.cai@palmbeachschools.org**

Email Address

CC: Iramis Cabrera, PZB Interim Director, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County

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engenuity group inc.
ENGINEERS SURVEYORS GIS MAPPERS

C. ANDRE BAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

**March 29, 2021**

**To: Iramis Cabrera, Village of Palm Springs Planner**

**From: Tara Bamber, PE**

**Re: Boatman Hammock Townhomes**
**Site Plan Approval Letter**
**Engenuity Group Project No. 6001.114**

We have received the following through WeTransfer on 3-19-21:

1. Composite Plans, 2 sheets (CP-1, dated 1-7-21 & CP-2, dated 3-18-21), by HSQ Group, Inc.
2. Site Plan, 1 sheet, 3-16-21, by Cotleur & Hearing
3. Landscape Plan, 4 sheets, revised 3-19-21, by Cotleur & Hearing
4. Drainage Statement,1 sheet, dated 3-17-21, by HSQ Group, Inc.
5. Surface Water Management Report, 13 sheets, revised 3-18-21, by HSQ Group, Inc.
6. Justification Statement, 4 sheets, dated 3-19-21, by Cotleur & Hearing
7. Response Letter, 12 sheets, dated 3-19-21, by Cotleur & Hearing

We recommend Site Plan approval with the following conditions:

1. Follow Code Sec. 34-189 regarding the Village watermain adjacent to the west property line.
2. Provide permits from applicable agencies including, but not limited to, LWDD, PBC Fire Rescue, etc.
3. Additional comments may be asked at time of Civil/Utility permit review.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Kim Glas-Castro
Chad Girard, PE
Ed Horton
Lisa Tropepe, PE

# Village of Palm Springs

## PUBLIC SERVICE DEPARTMENT

226 Cypress Lane, Palm Springs FL 33461


January 28, 2021

**Zachary Todd, P.E.**

**Senior Project Manager**

**HSQ Group, INC**

1001 Yamato Road, Suite 106

Boca Raton, Florida 33431

**Parcel Number: 70-42-44-24-00-000-5670**

**To whom it may concern:**

In reference to the property at the parcel above, the Village of Palm Springs is the utility provider for the area in question. Currently the Village of Palm Springs has water and sewer capacity for 51 units o be at the above reference parcel. Some site-specific improvements may be required to connect. The closest gravity sewer main and potable water main is located along Boatmen and Todd Street. Prior to connection you will need to contact the Village of Palm Springs Utility to set up the account.

If you have any questions regarding this letter, please contact the utilities office at 561-965-5770

Sincerely,

Jancy Bravo
Customer Relation Supervisor

LAKE WORTH DRAINAGE DISTRICT

13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Jeffrey P. Phipps, Sr.
Harry Raucher
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
Attorney
Mark A. Perry, P.A.

March 10, 2021

Iramis Cabrera
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

**Re: BOATMAN HAMMOCK**
**SE Quad of Boatman Road and Military Trail**
**LWDD Canal No. L-11**
**LWDD Record No. RI-20-0096**

Dear Ms. Cabrera:

This project is located on the south side of the L-11 Canal and is adjacent.

After reviewing the provided canal cross-sections, LWDD will require an exclusive easement for 32 feet which will need to be conveyed prior to platting with the Village.

Please provide a Certification of Title and a Sketch of Description for said 32-foot conveyance at your convenience, however, prior to platting and issuance of LWDD permits.

LWDD has no objection to the certification of this petition at this time.

Please let me know if you have any questions.

Sincerely,

Anne H. Perry

Anne H. Perry

# BOATMAN HAMMOCK

*Palm Springs, Florida*

Cotleur & Hearing




SITE PLAN

North

# BOATMAN HAMMOCK

*Palm Springs, Florida*

Cotleur & Hearing

S. MILITARY TRAIL

BOATMAN ST.

TODD ST.

BUILDING 1
6 UNITS

PLAY KNOLL

PLAY AREA

RETENTION

POOL

BUILDING 2
6 UNITS

BUILDING 3
6 UNITS

BUILDING 4
6 UNITS

BUILDING 9
6 UNITS

BUILDING 8
6 UNITS

BUILDING 5
6 UNITS

BUILDING 6
6 UNITS

BUILDING 7
6 UNITS

MAIL KIOSK

RECREATION AREA

PLAY AREA

CAMBRIDGE ST.

FAIRWAY AVE.

PATIO CT.

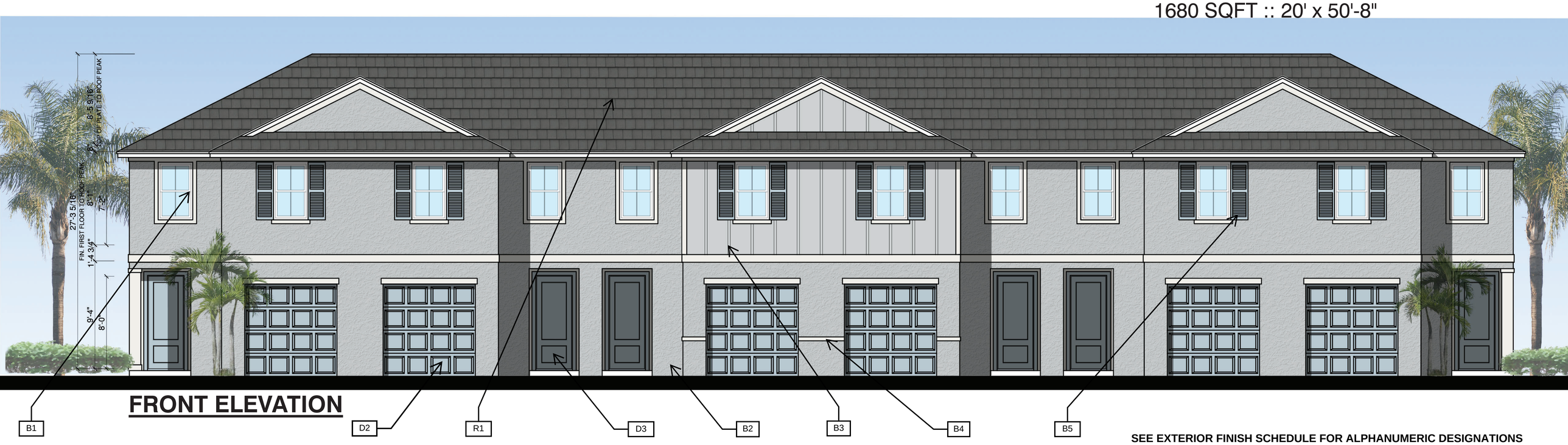
North

## SITE PLAN

FRONT LOAD TOWNHOME PRODUCT

# Arabella III

1680 SQFT :: 20' x 50'-8"




## FRONT ELEVATION

SEE EXTERIOR FINISH SCHEDULE FOR ALPHANUMERIC DESIGNATIONS




## REAR ELEVATION

FLORIDA :: SOUTHEAST FLORIDA

## Boatman's Hammock

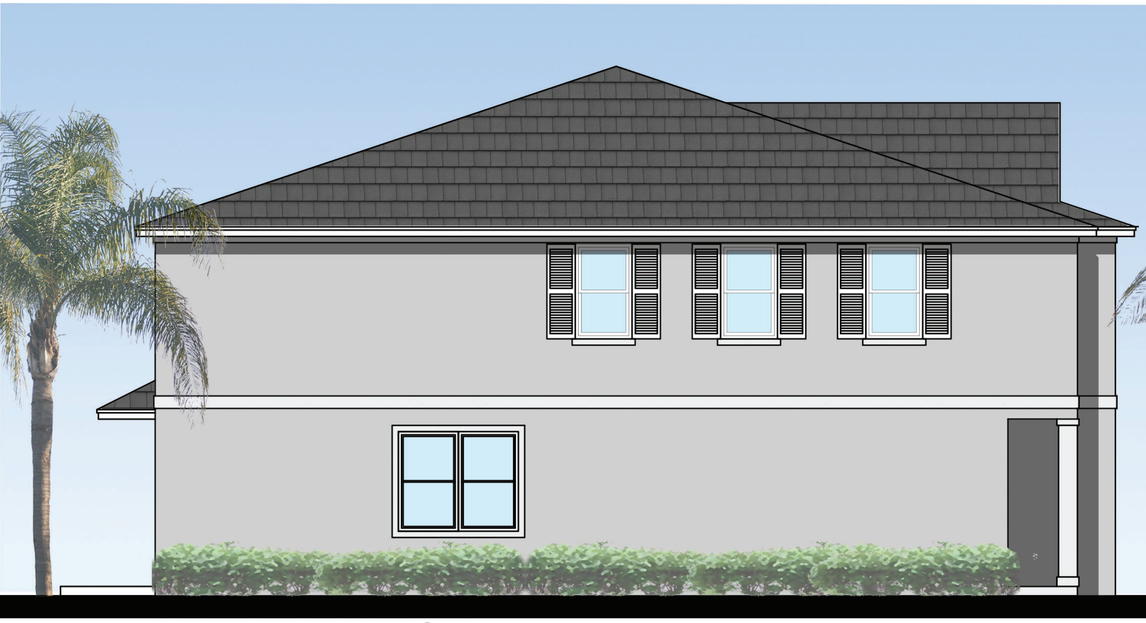
KHovnanian® Companies

Corporate Product Development :: NYC Design Studio

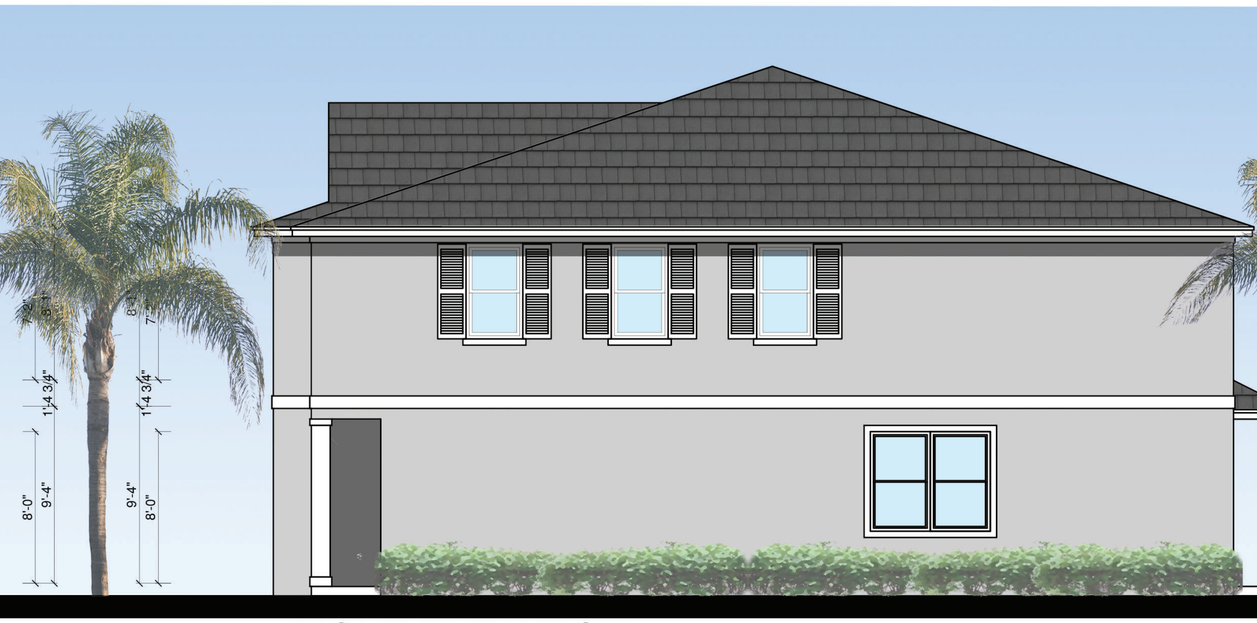
FRONT LOAD TOWNHOME PRODUCT

# Arabella III

1680 SQFT :: 20' x 50'-8"



LEFT ELEVATION



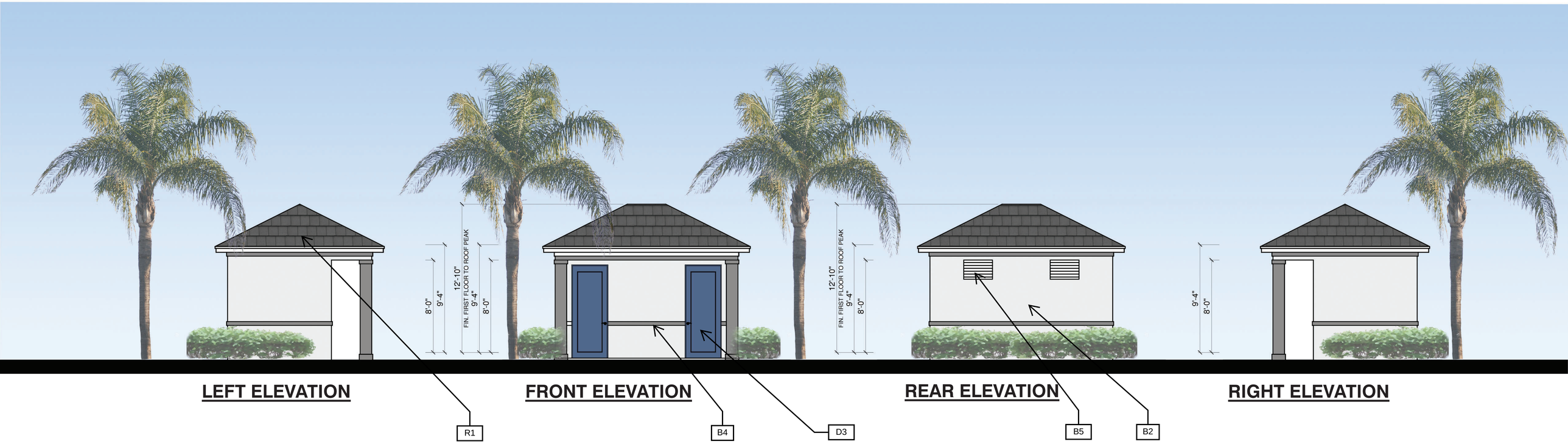

RIGHT ELEVATION

FLORIDA :: SOUTHEAST FLORIDA

**Boatman's Hammock**

KHovnanian® Companies

Corporate Product Development :: NYC Design Studio




**LEFT ELEVATION** | **FRONT ELEVATION** | **REAR ELEVATION** | **RIGHT ELEVATION**

# CABANA ELEVATIONS

**SEE EXTERIOR FINISH SCHEDULE FOR ALPHANUMERIC DESIGNATIONS**

# Boatman Hammock Exterior Finish Schedule

| Item | Material | Finish | Manufacturer | Color | Key Note |
|---|---|---|---|---|---|
| **Driveway** | Concrete Pavers | Herringbone 90 | Tremron | See Exterior Color Schemes | **D1** |
| **Garage Door** | Steel Panel | Painted | TBD | See Exterior Color Schemes | **D2** |
| **Entrance Door** | Fiberglass | Painted | TBD | See Exterior Color Schemes | **D3** |
| **Windows** | Aluminum | Powder Coat | N/A | White | **B1** |
| **Body** | Stucco | Textured Finish | N/A | See Exterior Color Schemes | **B2** |
| **Board & Batten** | Stucco | Sand Finish | N/A | See Exterior Color Schemes | **B3** |
| **Trim** | Stucco | Sand Finish | TBD | See Exterior Color Schemes | **B4** |
| **Shutters** | Decorative Foam | N/A | TBD | See Exterior Color Schemes | **B5** |
| **Roofing** | Flat Concrete Tile | Belair | Eagle Roofing Products | Sierra Madre | **R1** |

# Boatman Hammock Exterior Color Schemes

KHovnanian Homes

*v1.0 210118*

| | | COLOR SCHEME #1 | COLOR SCHEME #2 | COLOR SCHEME #3 |
|---|---|---|---|---|
| | | Manufacturer: TREMRON | Manufacturer: TREMRON | Manufacturer: TREMRON |
| | **PAVERS**<br>**Lead walk, driveway, entry, patio** | Size: 4x8<br>Color: Natural Grey<br>Pattern: Herringbone 90 | Size: 4x8<br>Color: Natural Grey<br>Pattern: Herringbone 90 | Size: 4x8<br>Color: Natural Grey<br>Pattern: Herringbone 90 |
| | **PAINT** | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams |
| **P1** | **BODY**<br>**Stucco, First Floor** | SW 7006 EXTRA WHITE | SW 6232 MISTY | SW 7551 GREEK VILLA |
| | | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams |
| **P3** | **BOARD & BAT SIDINGS**<br>**Second Floor Body & Gables** | SW 7006 EXTRA WHITE | SW 6232 MISTY | SW 6233 SAMOVAR SILVER |
| **A4** | **FASCIA, SOFFIT & Drip Edge:**<br>**Aluminum** | WHITE | WHITE | WHITE |
| | | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams |
| **P5** | **TRIMS/BANDS: WINDOW, DOOR, CORNER, SOFFIT (Stucco and Wood)** | SW 7006 EXTRA WHITE | SW 7005 PURE WHITE | SW 0077 CLASSIC FRENCH GRAY |
| | | Manufacturer: Sherwin Williams | | Manufacturer: Sherwin Williams |
| **P6** | **FRONT DOOR & DECORATIVE SHUTTERS** | SW 7006 EXTRA WHITE | SW 9145 SLEEPY HALLOW | SW 6530 REVEL BLUE |
| | | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams |
| **P7** | **BRACKETS** | SW 0077 CLASSIC FRENCH GRAY | SW 7005 PURE WHITE | SW 0077 CLASSIC FRENCH GRAY |
| | | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams | Manufacturer: Sherwin Williams |
| **P8** | **GARAGE DOORS** | SW 6232 MISTY | SW 9145 SLEEPY HALLOW | SW 7042 SHOJII WHITE |
| | **ROOF** | Manufacturer: EAGLE ROOFING PRODUCTS | Manufacturer: EAGLE ROOFING PRODUCTS | Manufacturer: EAGLE ROOFING PRODUCTS |
| **R9** | **ROOF TILE** | STYLE: BELAIR<br>COLOR: SIERRA MADRE | STYLE: BELAIR<br>COLOR: SIERRA MADRE | STYLE: BELAIR<br>COLOR: SIERRA MADRE |
| | **WINDOWS & SLIDING GLASS DOORS** | Color: White | Color: White | Color: White |

# MAIL KIOSK




# PLAY KNOLL EQUIPMENT

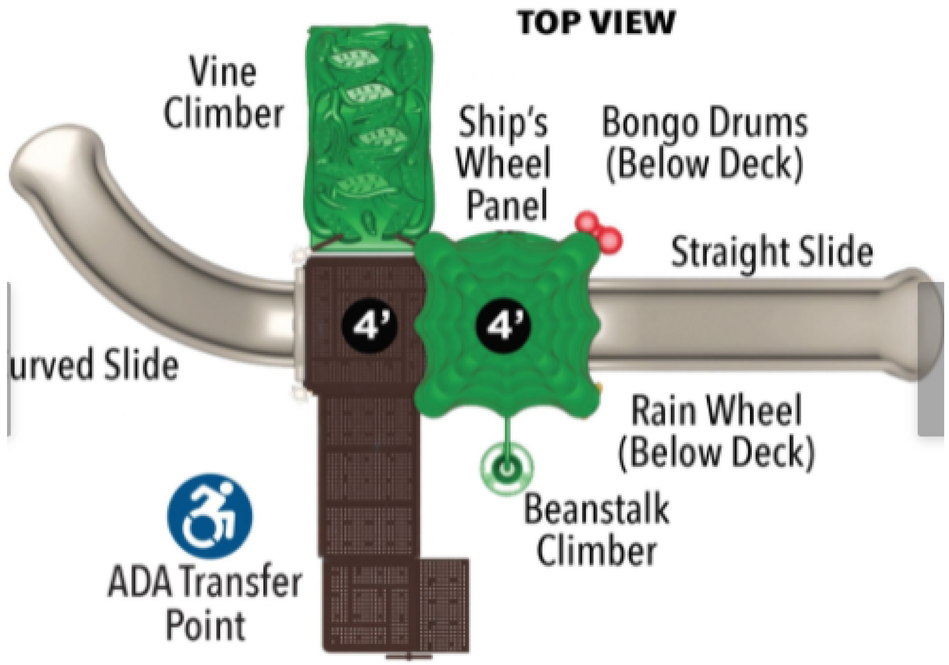






# Tot Lot




TOP VIEW
Vine Climber
Ship's Wheel Panel
Bongo Drums (Below Deck)
Straight Slide
4'
4'
urved Slide
Rain Wheel (Below Deck)
Beanstalk Climber
ADA Transfer Point



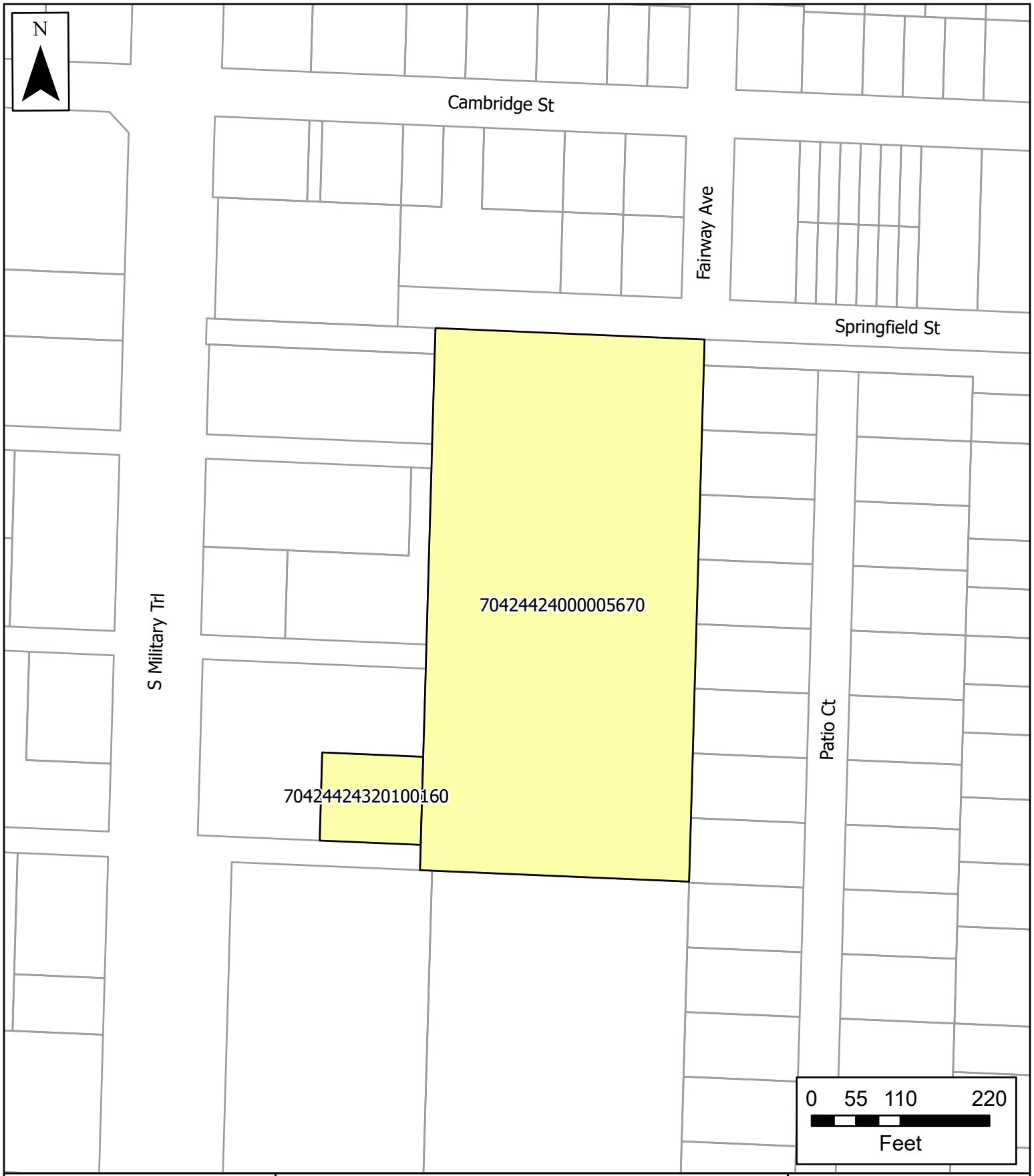

# Village of Palm Springs

## Boatman Hammock

Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Project boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.




# Village of Palm Springs

## Boatman Hammock

Parcels

Property Boundary

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Data Source: Parcels provided by Palm Beach County




# Village of Palm Springs

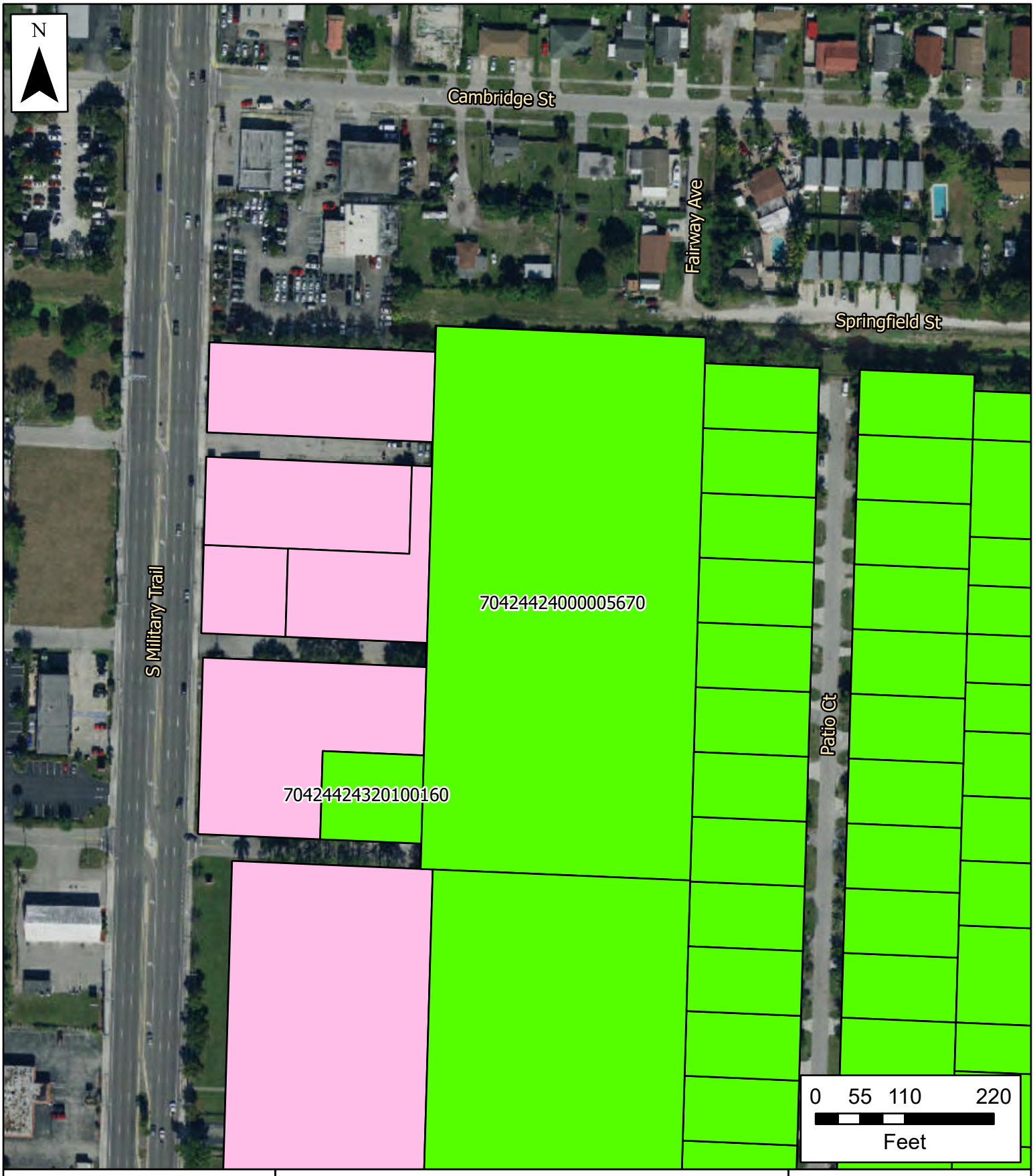
## Proposed FLU - Boatman Hammock

Commercial

Medium Density Residential

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Data Source: Project boundary provided by Palm Beach County, FLU provided by Village of Palm Springs, World Imagery Basemap provided by ESRI Online Services.




# Village of Palm Springs

## Proposed Zoning - Boatman Hammock

CG (Commercial General)
RM (Residential Multi-Family)

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Data Source: Parcels provided by Palm Beach County, Zoning provided by Village of Palm Springs, World Imagery Basemap provided by Esri Online Services

THE
# LAKE WORTH HERALD

**Published Once a Week**

**Lake Worth, Palm Beach County, Florida**

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Village of Palm Springs Notice of Hearing For Small Scale Land Use & Rezoning, Amendment, Ordinance No. 2021-06

was published in said newspaper in the issue of

May 27, 2021

Affiant further says that the said The Lake Worth Herald is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next eding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 10th day of June, 2021, by Mark J Easton, who is known to me.

Notary Public, State of Florida at Large

DEBRA J. SNODGRASS
MY COMMISSION # GG129683
EXPIRES: September 18, 2021

# NOTICE OF HEARING FOR SMALL SCALE LAND USE AMENDMENT & REZONING

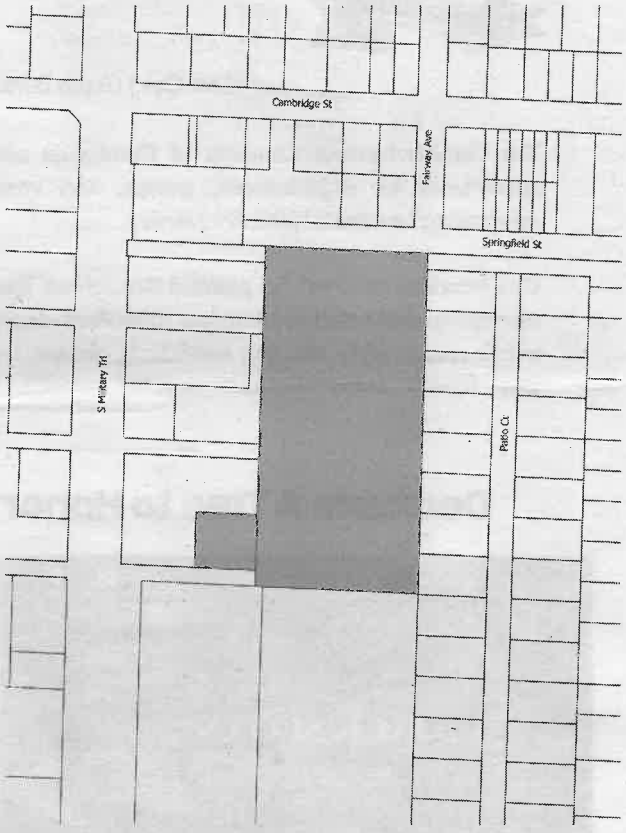
Public Hearings on the proposed ordinance will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida:

**ORDINANCE NO. 2021-06**

(SMALL SCALE LAND USE AMENDMENT & REZONING)

**AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE LAND USE PLAN OF THE VILLAGE, PURSUANT TO THE "SMALL SCALE" COMPREHENSIVE LAND USE AMENDMENT LAWS OF THE STATE OF FLORIDA, FOR A 5.44-ACRE PARCEL OF TWO LOTS UNIFIED THAT IS CURRENTLY VACANT AND PLANNED FOR "MEDIUM DENSITY RESIDENTIAL" LOCATED ON TWO (2) UNIFIED PARCELS AT 4445 BOATMAN STREET AND A VACANT LOT ON BOATMAN STREET, AND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO, FROM A FUTURE LAND USE DESIGNATION OF "COMMERCIAL" TO A FUTURE LAND USE DESIGNATION OF "MEDIUM DENSITY RESIDENTIAL"; FURTHER CHANGING THE ZONING DESIGNATION FROM "COMMERCIAL GENERAL (CG)" DISTRICT TO PROVIDE FOR A ZONING DESIGNATION OF "RESIDENTIAL MULTIPLE-FAMILY (RM)" DISTRICT ON THE VILLAGE OF PALM SPRINGS OFFICIAL ZONING MAP; PROVIDING DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

Tuesday, June 8, 2021 at 6:30 PM by Planning and Zoning Board
Thursday, June 10, 2021 at 6:30 PM by Local Planning Agency
Thursday, June 10, 2021 at 6:30 PM by Village Council, after LPA Meeting
Thursday, July 8, 2021 at 6:30 PM by the Village Council
The ordinance proposes to change the land use and zoning of the parcel as shown on the location map.




The ordinance in its entirety and a legal description by metes and bounds may be inspected at the Office of the Village Clerk during Monday through Friday between 8:00 a.m. and 5:00 p.m. All interested parties may appear at the meeting and be heard with respect to the proposed ordinance at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk
PUBLISH: The Lake Worth Herald
May 27, 2021 and June 17, 2021

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Planning, Zoning & Building

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**ITEM 9.2:** Resolution No. 2021- 20 - Approve Proposed Mural Permit Application - Little Blue Academy - 2423 South Congress Avenue *(Quasi-Judicial Hearing)* ***THE APPLICANT HAS REQUESTED THAT THIS ITEM BE CONTINUED TO THE AUGUST 26, 2021 VILLAGE COUNCIL MEETING***

**SUMMARY:**

**FISCAL IMPACT:**

**ATTACHMENTS:**

# Village of Palm Springs

# Executive Brief

**AGENDA DATE:** July 8, 2021

**DEPARTMENT:** Administration

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**ITEM 10.1:** Approve Voting Delegate - 2021 Florida League of Cities Annual Conference

**SUMMARY:**

The Florida League of Cities has requested that each municipality designate one official to be the voting delegate for the upcoming 95th Annual Conference to be held at the World Center Marriott in Orlando, Florida on August 12-14, 2021.

Each year during the business meeting session of the Conference, the designated voting delegate will represent the Village on matters of policy development, election of League leadership and adoption of resolutions that may be introduced during the meeting. One official from each municipality will make decisions that determine the direction of the League.

The recent history of the members of the Village Council serving as the Village's FLC Voting Delegation is provided below:

- Mayor Pro Tem Gary Ready - 2020 Conference (Virtual)
- Council Member Gary Ready - 2019 Conference
- Village Manager Richard J. Reade - 2018 Conference
- Mayor Pro Tem Liz Shields - 2017 Conference
- Mayor Pro-Tem Patti Waller - 2016 Conference
- Council Member Sergio Escalade - 2015 Conference
- Council Member Patti Waller - 2014 Conference
- Vice Mayor Doug Gunther - 2013 Conference
- Council Member Patti Waller - 2012 Conference

**FISCAL IMPACT:**

There is no direct fiscal impact to the Village.

**ATTACHMENTS:**

Letter Requesting Designation of Voting Delegate - Florida League of Cities
95th Annual Conference Designation of Voting Delegate Form
History of Appointed Florida League of Cities Voting Delegate
2021 FLC Annual Conference Registration and Tentative Conference Program

FLC
FLORIDA LEAGUE OF CITIES

To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 11, 2021

Subject: 95th Annual Conference Voting Delegate Information

The Florida League of Cities' Annual Conference will be held at the World Center Marriot, Orlando, Florida on August 12-14, 2021. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

It is important that each municipality designate one official to be the voting delegate. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will make decisions that determine the direction of the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via newsletter and are also available online at *floridaleagueofcities.com/education-and-events/annual-conference*.

If you have any questions on voting delegates, please call (850) 701-3616 or email *erussell@flcities.com*. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Attachments: Form Designating Voting Delegate


301 S. Bronough Street, Suite 300
Tallahassee, Florida 32301

P.O. Box 1757
Tallahassee, Florida 32302-1757

Phone: 850.222.9684
Fax: 850.222.3806

flcities.com

**95th Annual Conference**
**Florida League of Cities, Inc.**
**August 12-14, 2021**
**Orlando, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each municipality select one person to serve as the municipalities voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 28, 2021.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Municipality of: _____

AUTHORIZED BY:

_____
Name

_____
Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Fax: (850) 222-3806
Email: *erussell@flcities.com*

# HISTORY OF APPOINTED FLC VOTING DELEGATES

| YEAR | APPOINTED FLC VOTING DELEGATE | TITLE |
|---|---|---|
| 1998 | Bev Smith | Mayor Pro Tem |
| 1999 | Joni Brinkman | Council Member |
| 2000 | Patti Waller | Council Member |
| 2001 | Bev Smith | Council Member |
| 2002 | Bev Smith | Mayor Pro Tem |
| 2003 | Patti Waller | Council Member |
| 2004 | Patti Waller | Council Member |
| 2005 | Patti Waller | Mayor Pro Tem |
| 2006 | Bev Smith | Mayor Pro Tem |
| 2007 | Patti Waller | Council Member |
| 2008 | Joni Brinkman | Mayor Pro Tem |
| *2009* | *NO INFORMATION AVAILABLE FOR THIS YEAR* | |
| 2010 | Patti Waller | Council Member |
| 2011 | Sergio Escalada | Council Member |
| 2012 | Patti Waller | Council Member |
| 2013 | Doug Gunther | Vice Mayor |

| YEAR | APPOINTED DELEGATE | POSITION |
|---|---|---|
| 2016 | Patti Waller | Council Member |
| 2017 | Liz Shields | Mayor Pro Tem |
| 2018 | Richard Reade | Village Manager |
| 2019 | Gary Ready | Council Member |
| 2020 | Gary Ready | Mayor Pro Tem |

#FLCities2021



# 2021 FLC ANNUAL CONFERENCE

## REGISTRATION INFORMATION

August 12-14, 2021 • Orlando World Center Marriott

**Hotel Registration Deadline: July 22, 2021**

**Conference Registration Deadline: July 30, 2021**

Paid registration is required to receive housing information, so sign up early! See page 6 for details.

# GENERAL INFORMATION

The Florida League of Cities 2021 Annual Conference will be held **in person** August 12-14, 2021, at the Orlando World Center Marriott.

The conference is an opportunity for municipal officials and senior staff to enhance leadership skills, learn from municipal experts, share ideas with peers, discuss strategies for Florida's future and hear about the latest in products and services for municipal governments.

This year's conference will include breakout sessions, committee meetings, keynote presentations, awards and more. Plus, we will discuss and adopt the FLC 2022 Legislative Action Agenda to guide advocacy efforts at the state Capitol. Don't miss this opportunity to learn, network and share.

## LOCATION/DATES

Orlando World Center Marriott
Thursday, August 12 - Saturday, August 14, 2021

## REGISTRATION HOURS

| | |
|---|---|
| Thursday, August 12: | 7:00 a.m. - 7:00 p.m. |
| Friday, August 13: | 7:00 a.m. - 5:00 p.m. |
| Saturday, August 14: | 7:30 a.m. - 4:00 p.m. |

## REGISTRATION FEES

**City/County/Government** ($550), **Corporate** ($650) and **Guest** ($150): These fees cover your name badge, admission to all conference sessions and the exhibit hall, refreshment breaks, Friday's Home Rule Heroes Reception, Saturday's Past Presidents' Luncheon and the Inaugural Celebration Saturday night.

**NOTE: Registrants** are defined as any elected government official or any employee of governments, organizations or corporations. **Guests** are defined as spouses, partners or other nonprofessional relations of conference delegates. Guest registration **may not** be used for other elected government officials, staff or company representatives.

**Teen Guest 13-18 years** ($20) and **Child Guest 3-12 years** ($15): These fees cover your name badge, admission to the exhibit hall, Friday's Home Rule Heroes Reception and refreshment breaks. **Teen and child guest registration does not include Saturday's Past Presidents' Luncheon or Inaugural Celebration.**

**Exhibit Hall Pass** ($50): This pass allows family members and guests who are not registered for the conference to access all events in the exhibit hall, as well as Friday's Home Rule Heroes Reception. **The pass is not good for any other conference events and is not equivalent to a registration.**

## REGISTRATION PROCEDURES

**Online Registration – Credit Cards Only**
Visit *flcities.com/annualconference* to access online registration and pay with your Visa, Mastercard or American Express. You will receive your conference confirmation immediately via email. Conference confirmations include your registration information, totals and registration number for your reference. Please check your confirmation carefully to verify that all information is correct and inform the League immediately of any errors.

**Mail Registration – Checks Only**
To pay via check, fill out the registration form on page 7, attach your check for the appropriate fee and mail it to the League office by **Friday, July 30, 2021**. Name badges and other information can be picked up at the conference registration desk.

# GENERAL INFORMATION

## DEADLINES

**Registration** – Conference registrations must be received no later than **Friday, July 30, 2021**. If you are unable to meet this deadline, please register on-site. **NOTE: Registration fees will increase to $580 for government and $680 for corporate registrants for all registrations done on-site**, so we encourage you to register in advance.

**Hotel Reservations** – The cutoff date for reservations at the Marriott is **July 22, 2021**. Reservations must be made via an FLC-provided security code only; no one will receive housing information until **after** their **paid** registration is received. Please see page 6 for more details.

## CANCELLATION POLICY

Conference registration cancellation requests must be sent in writing via email to ***mhowe@flcities.com***. All cancellations received in the FLC office by 5:00 p.m., **Friday, July 30, 2021**, will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 30 or for early departure from the conference.**

Hotel deposits will be refunded only if the hotel receives notification no later than **72 hours** before the scheduled arrival date.

## SPECIAL NEEDS

If you are physically challenged and require special services, or if you have special dietary needs (i.e., allergies or Kosher or vegetarian meals), please attach a written description to your registration form. Contact the hotel directly if you will need any special accommodations in your room.

## CONTINUING EDUCATION CREDIT

Some of the conference's educational sessions may be eligible for continuing education credit through the Florida Bar and/or the Florida Board of Accountancy. It is the attendee's responsibility to submit these hours for approval. FLC will provide sign-in sheets at each session and send certificates of attendance to all delegates who complete the sign-in sheets.

## LIVE FEEDS VIA SOCIAL MEDIA

The League will be posting real-time updates and photos via Twitter, Facebook, Instagram and YouTube during the conference. Follow @FLCities on all major platforms. Connect with the conversation or pose questions by using the hashtag **#FLCities2021** in all your conference-related posts.

## THURSDAY IS CITY SHIRT DAY!

We encourage all of you to show your city spirit by wearing your city shirt on **Thursday, August 12**.

## CONTACT INFORMATION

For additional information, please contact Melanie Howe at ***mhowe@flcities.com*** or **850.222.9684**.

# TENTATIVE PROGRAM

**Following is a tentative schedule of conference events. Be sure to check our website for updates!**

## WEDNESDAY, AUGUST 11, 2021

8:30 a.m. - 1:00 p.m.
**Research Symposium**
*Additional registration required through the League's Center for Municipal Research; contact Wade Burkley at wburkley@flcities.com.*

2:00 p.m. - 5:00 p.m.
**Candid Conversation with Mayors**
*Additional registration required through the Florida League of Mayors; contact Rachel Embleton at rembleton@flcities.com.*

## THURSDAY, AUGUST 12, 2021

7:00 a.m. - 7:00 p.m.
**Registration Desk Open**

8:00 a.m. - 12:00 p.m.
**Continuing Education in Ethics: Have You Completed Your Hours?**
Florida's municipal elected officers are required to take four specific hours of continuing education in ethics per year. If you haven't completed your hours yet, this is your opportunity! The four hours include two hours on the Florida Ethics Law (Chapter 112, Florida Statutes), one hour of public meetings (Chapter 286, Florida Statutes) and one hour of public records (Chapter 119, Florida Statutes). If your hours are completed, this class is a good refresher.

*NOTE: You must be registered for the full conference to attend this session, and pre-registration is required. Registration is limited to the first 150 people. See the registration form for details.*

9:00 a.m. - 10:00 a.m.
**Florida League of Mayors Nominating Committee Meeting**

10:00 a.m. - 11:00 a.m.
**Florida League of Mayors Business Meeting**
*For more information, contact Rachel Embleton at rembleton@flcities.com.*

11:00 a.m. - 12:00 p.m.
**Florida League of Mayors Board of Directors Meeting**

12:30 p.m. - 7:30 p.m.
**Municipal Marketplace Open**

1:00 p.m. - 3:00 p.m.
**"Cities 101" Workshop**
If you are newly elected or newly appointed, this "crash course" is designed for you. Details about Florida municipalities, the services they provide and governing challenges will be discussed. This course is a prequel to the popular Institute for Elected Municipal Officials (IEMO) but is not a substitute for the three-day IEMO class.

1:00 p.m. - 3:00 p.m.
**Legislative Policy Committee Meetings**
Finance, Taxation and Personnel
Land Use and Economic Development
Municipal Administration
Transportation and Intergovernmental Relations
Utilities, Natural Resources and Public Works

3:15 p.m. - 5:00 p.m.
**Workshops**

5:00 p.m. - 6:00 p.m.
**Federal Action Strike Team Meeting**

5:15 p.m. - 6:00 p.m.
**First-Time Attendees' Orientation**
If this is your first FLC Conference, welcome! This workshop will acquaint you with the League, the conference program (with tips for the best use of your time), how to get involved in your local or regional League, FLC legislative policy committees and other municipal services.

6:00 p.m. - 7:30 p.m.
**President's Welcome Reception in Municipal Marketplace**

# TENTATIVE PROGRAM

**FRIDAY, AUGUST 13, 2021**

6:15 a.m. - 8:00 a.m.

**5K Fun Run**

Join us for our fifth biennial **Florida League of Cities 5K Fun Run/Walk**. The run will take place on the grounds of the Marriott's golf course and is open to everyone participating in the conference. This event will be a "fun run" and not a timed event. There is no charge for the event, **but pre-registration is required**. (See main registration form.) All participants will receive a T-shirt and gym towel. Light refreshments will be provided after the race. So come on out and start your morning off right with a **fun run** and great company!

7:00 a.m. - 8:00 a.m.

**Florida Black Caucus of Local Elected Officials Breakfast**

*Additional registration required through the Florida Black Caucus of Local Elected Officials; contact Nykierama Cooper at ncooper@flcities.com.*

7:00 a.m. - 9:00 a.m.

**Continental Breakfast in Municipal Marketplace**

7:00 a.m. - 1:15 p.m.

**Municipal Marketplace Open**

7:00 a.m. - 5:00 p.m.

**Registration Desk Open**

8:00 a.m. - 9:00 a.m.

**Workshops**

9:15 a.m. - 10:30 a.m.

**Resolutions and Legislative Committee Meetings**

9:15 a.m. - 10:30 a.m.

**Workshops**

10:45 a.m. - 12:15 p.m.

**Opening General Session**

Featuring the presentation of the E. Harris Drew Award and a keynote presentation by **Leland Melvin**.




**Leland Melvin** is an engineer, educator, former NASA astronaut and NFL wide receiver. He served on board the space shuttle *Atlantis* as a mission specialist on mission STS-122 (2008) and STS-129 (2009), and helped to construct the International Space Station.

Upon hanging up his space boots, he led the NASA education program. He co-chaired the White House's Federal Coordination in STEM Education Task Force and developed the nation's five-year STEM education plan.

After 24 years with NASA as a researcher, astronaut and senior executive service leader, he now shares his life story as an athlete, astronaut, scientist, engineer, photographer and musician to help inspire the next generation of explorers to pursue STEM careers.

In May 2017, Leland released his memoir *Chasing Space: An Astronaut's Story of Grit, Grace, and Second Chances*. In the book, Leland shares his journey from the gridiron to the stars and examines the intersecting roles of community, perseverance and grace that align to create opportunities for success.

# TENTATIVE PROGRAM

12:15 p.m. - 1:15 p.m.
**Sidewalk Café in Municipal Marketplace (Cash Sales)**

1:30 p.m. - 2:30 p.m.
**Workshops**

2:45 p.m. - 4:00 p.m.
**Workshops**

4:15 p.m. - 5:30 p.m.
**Workshops**

6:00 p.m. - 7:00 p.m.
**2021 Home Rule Heroes Reception**
*(All delegates welcome.)*

**Evening Open**

**SATURDAY, AUGUST 14, 2021**
7:30 a.m. - 8:30 a.m.
**Various Local/Regional League Breakfast Meetings**
*Contact your local League for more information.*

7:30 a.m. - 4:00 p.m.
**Registration Desk Open**

9:00 a.m. - 10:00 a.m.
**Annual Business Meeting**

10:15 a.m. - 12:15 p.m.
**Second General Session**
Featuring recognition of the Years of Service awards and a keynote address by **Kenneth W. Gronbach**.

12:30 p.m. - 2:15 p.m.
**Past Presidents' Luncheon and Installation of New President**

2:30 p.m. - 5:00 p.m.
**Workshops**

6:30 p.m. - 9:30 p.m.
**Inaugural Celebration – Recover, Relax, Rejoice**
Join your friends and colleagues as we celebrate being back together after a long year apart. Enjoy strolling entertainment, delicious food and drink and an opportunity to dance the night away.

*Schedule and speakers subject to change.*




Come explore the common sense, easy-to-understand, counterintuitive and very fascinating realm of demography. **Kenneth W. Gronbach** is an internationally respected demographer who has forecast societal, commercial, economic, cultural and political phenomena with uncanny accuracy. Let him bring you into his world of counting people and accurately predicting future markets. What products or services will fly or die? What nations are demographically doomed? What countries and continents are demographically positioned to excel? How will workforces change, and where is my best source of talent? If you're writing a post-pandemic strategic plan, you need this information.

# CONFERENCE HOUSING INFORMATION



The **Orlando World Center Marriott** will serve as the conference hotel. It is located at 8701 World Center Drive in Orlando. The resort phone is 407.239.4200. (**NOTE:** Reservations may be made via an FLC-provided security code only. Please **do not** call the resort to make reservations until you receive this code, which will be provided with your paid registration.) FLC has secured the reduced rate of $7.00 per day for self-parking and $15.00 per day for valet parking.

Visit the hotel's website at ***marriottworldcenter.com*** for details about the facility. Note that some services may be limited or not available as the hotel industry recovers from the economic impacts of COVID-19.

**NOTE: The Marriott is a smoke-free property.**

## ROOM RESERVATIONS – IMPORTANT – PLEASE READ

To protect our room blocks for conference registrants, it is our policy that no one will receive housing information **until we have received your PAID registration.** Once your registration is paid, you will be sent housing information via email.

Please note that the reservation cutoff date at the Marriott is **July 22, 2021**, and the rate is **$179/night.** It is important that you register for the conference early so you have plenty of time to make your reservations. **Availability is on a first-come, first-served basis.**

Remember that we are unable to guarantee reservations for anyone or the exact date on which the hotel block will sell out, so **please register early.**

# 2021 FLC Annual Conference Registration Form

## August 12-14, 2021 | Orlando World Center Marriott

Florida League of Cities | P.O. Box 1757 | Tallahassee, FL 32302 | 850.222.9684 | Fax 850.222.3806 | *mhowe@flcities.com*

Return completed form with check payment to Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757; or visit the League website, *flcitiesconference.com*, to access online registration. **NOTE: Credit card payments may only be made online.**

### DELEGATE INFORMATION

Name: _____ | _____ | _____
*First* *M.I.* *Last*

First Name or Nickname: _____
*As You Wish to Appear on Badge*

Title: _____ Affiliation: _____
*City, County, Government or Company*

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Fax Number: _____

Email Address (for confirmations): _____
*Please provide the address of the person who should receive the confirmation.*

First-Time Attendee? ☐ Yes ☐ No Contact Person: _____

### GUEST INFORMATION (Please complete only if registering a guest for the conference.)

Guest's Name: _____ First Name: _____
*As You Wish to Appear on Badge*

Child's Name: _____ Age: _____ First Name: _____
*As You Wish to Appear on Badge*

Child's Name: _____ Age: _____ First Name: _____
*As You Wish to Appear on Badge*

| REGISTRATION FEES | NO. | FEE | TOTAL FEE |
|---|---|---|---|
| City/County/Government | ____ | @ $550.00* | $ _____ |
| Corporate | ____ | @ $650.00* | $ _____ |
| Guest | ____ | @ $150.00 | $ _____ |
| Guest (13-18 years) | ____ | @ $20.00 | $ _____ |
| Guest (3-12 years) | ____ | @ $15.00 | $ _____ |
| Exhibit Hall Pass | ____ | @ $50.00 | $ _____ |

| OPTIONAL ACTIVITIES | NO. | FEE | TOTAL FEE |
|---|---|---|---|
| **Thursday, August 12** | | | |
| Ethics Session | ____ | @ $0.00 | $ _____ |
| **Friday, August 13** | | | |
| 5K Fun Run | ____ | @ $0.00 | $ _____ |
| T-shirt size? _____ | | | |
| **Saturday, August 14** | | | |
| Extra Luncheon Ticket | ____ | @ $50.00 | $ _____ |
| Extra Inaugural Celebration Ticket | ____ | @ $60.00 | $ _____ |
| | | **Total** | **$** _____ |

***NOTE: Registration fees will increase to $580 for government and $680 for corporate for all registrations done onsite.**

### SPECIAL NEEDS

If you require special services or have special dietary needs, please attach a written description to your registration form.

### REGISTRATION

Registration form must be accompanied by payment made payable to **Florida League of Cities**. Mail this form to: Florida League of Cities, P.O. Box 1757, Tallahassee, FL 32302-1757.

Registration forms must be postmarked by **July 30, 2021. Remember:** You will not receive housing information until we have received your **PAID** registration.

### CANCELLATION POLICY

All cancellations received in writing via email to ***mhowe@flcities.com*** and received by 5:00 p.m. **July 30, 2021,** will receive refunds, minus a **$50.00** cancellation fee. Refunds will be issued after the conference. **No refunds can be made after July 30 or for early departure from the conference.**

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FLORIDA LEAGUE OF CITIES